

## **The complaint**

Mr and Mrs R complain because Aviva Insurance Limited hasn't paid a cancellation claim under their travel insurance policy.

All references to Aviva include the agents appointed to handle claims and complaints on its behalf.

## **What happened**

Mr and Mrs R are insured under a travel insurance policy underwritten by Aviva, provided as a benefit of a packaged bank account.

Mr and Mrs R told Aviva about various medical conditions (including an aneurysm Mr R had) and paid an additional premium for twelve months cover from December 2023. In November 2024, Mr and Mrs R were sent a reminder to review their cover for medical conditions.

In January 2025, after the cover for medical conditions had expired, Mr R contacted Aviva and said his aneurysm had been repaired. Mr R asked how this would affect his insurance. Aviva said it needed to be told about any medical problems within the last 6 months. Mr R said that, by March 2025, it would be 6 months since his operation to repair the aneurysm had taken place, so Mr R said he didn't want to pay for a medical upgrade.

At a later date, Mr R unfortunately had a stroke and was taken to hospital. Mr and Mrs R cancelled an upcoming holiday and made a claim with Aviva. Aviva said the claim wasn't covered because Mr R had no cover for medical conditions in place when the holiday was booked in February 2025, and it thought a paroxysmal atrial fibrillation ('PAF') which Mr R had in 2011 and hadn't told it about was related to his stroke.

Unhappy, Mr and Mrs R complained to Aviva before bringing the matter to the attention of our Service.

One of our Investigators looked into what had happened and said she didn't think Aviva had acted unfairly or unreasonably in the circumstances. Mr and Mrs R didn't agree with our Investigator's opinion, so the complaint has now been referred to me to make a decision as the final stage in our process.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm sorry to hear about Mr R's experiences and I hope he is now in better health.

When making this final decision I can only address Aviva's actions as the underwriter of this policy when it declined Mr and Mrs R's claim. I have no power to comment on any of the bank's actions as part of this complaint.

Industry rules set out by the regulator say insurers must handle claims fairly and shouldn't

unreasonably reject a claim. I've taken these rules, alongside other relevant considerations such as Consumer Duty principles, into account when making my final decision.

Aviva relied on a policy exclusion relating to existing medical conditions when declining Mr and Mrs R's claim. Their policy says:

*'Please note – existing medical conditions are not covered by this policy unless:*

*...*

*- We have been told about them and have confirmed in writing that they have been accepted. If we are able to accept the condition(s), you may need to pay a premium.*

*1. There is no cover for any claim arising directly or indirectly from the following:*

*a) Any medical condition you had when the bank account was opened or any trip was booked (whichever is later) unless it is shown as an Accepted condition or we have been told about it and we have accepted it.'*

The policy defines 'medical conditions' as:

*'Any illness, disease or injury that you have had in the six months prior to opening the bank account or booking any trip (whichever is later) for which you have:*

- been prescribed medication; and/or*
- received, or are awaiting, medical treatment, tests or investigations; and/or*
- been referred to, or had follow up with, a specialist; and/or*
- been admitted to hospital or had surgery'*

I'm satisfied, based on the evidence I've seen, that Aviva made Mr and Mrs R aware of the requirement to tell it about existing medical conditions in renewal invitations and in the telephone call of January 2025.

It wasn't up to Mr R to determine whether any medical conditions he had still presented a higher risk to Aviva. That's something for Aviva, as the insurer, to decide. The terms and conditions of Mr and Mrs R's policy set out the details of the medical conditions which Aviva wanted to know about, regardless of whether Mr R thought he had any legal or medical requirement to buy additional cover.

The medical evidence which I've seen shows that Mr R had surgery in the six months before this trip was booked, and he'd also been prescribed medication for PAF during that time. Aviva hadn't confirmed cover for either of these issues.

Overall, based on the information available to me, I don't think Aviva acted unfairly or unreasonably by concluding that Mr R's PAF was related to his stroke and declining his claim based on the policy exclusion which I've set out above.

I'm sorry to disappoint Mr and Mrs R but I must reach an independent and impartial decision which I think achieves a fair and reasonable outcome for both parties, and I won't be directing Aviva to do anything further.

### **My final decision**

My final decision is that I don't uphold Mr and Mrs R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 19 May 2026.

Leah Nagle  
**Ombudsman**