

## **complaint**

Mr C has complained that Aviva Insurance Limited ('Aviva') unfairly declined his claim.

## **background**

Mr C has a travel insurance policy through his bank account, underwritten by Aviva. Mr C had a trip booked to Japan from 22 December 2017 to 8 January 2018, via France. When Mr C got to France, he became unwell and bought a flight back to the UK. He visited his doctor on 28 December 2017 and made a claim. However, Aviva declined the claim because it said there was insufficient medical evidence to show that Mr C was too unwell to travel to Japan at the time.

Mr C complained to Aviva and unhappy with its response, referred his complaint to this service. Our investigator didn't think Aviva had done anything wrong as its terms and conditions were clear, and Mr C hadn't followed them.

Mr C disagreed and in summary, has made the following comments:

- He took his travel insurance as a benefit of his bank account – there was no phone number in the information he received from his bank and he didn't know the insurer was Aviva.
- By telephoning the Aviva number, this wouldn't prove he was unwell.
- Mr C has plenty of witnesses who would be willing to give evidence under oath that he was severely ill.
- This is a case of Aviva using small print about a medical hotline.
- If he hadn't taken the actions he did then there would have been an extremely serious situation on a long haul flight.

And so the case has been passed to me to decide.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't think this complaint should be upheld. I'll explain why.

The relevant industry rules say an insurer must handle claims promptly and fairly and shouldn't unreasonably reject a claim.

Under the section 'cancelling your trip or coming home early' the policy confirms Aviva will pay costs:

*"If you unavoidably have to cancel your trip to come home early as a result of any of these events: 1. You are injured, fall ill, are quarantined or die..."*

The claim conditions say:

*"All claims resulting from illness, injury, quarantine or death must be supported by medical reports...Medical reports must be obtained at the time of the incident and indicate the necessity to cancel the trip or come home early."*

They also say:

*"If you need to come home early and intend to make a claim you must phone the Emergency Medical Assistance Helpline immediately."*

Mr C didn't see a doctor at the time to confirm he was too unwell to continue with his journey. And didn't call the emergency assistance helpline either. Aviva said there was no medical evidence of any diagnosis at the time of the incident to confirm he was unfit to continue travel and that curtailment of his trip was medically necessary.

Mr C's GP wrote a letter dated 2 July 2018 which confirmed that Mr C cancelled his holiday plans in December 2017 due to medical reasons, he had severe symptoms and would be medically unable to fly to Japan at that stage and was reviewed on 28 December regarding his symptoms.

Although Mr C saw his GP after he returned to the UK, Aviva said this wasn't sufficient as it would have been based on Mr C telling his GP what had been wrong with him at the time rather than being examined by a doctor to confirm what was wrong with him.

Aviva has also confirmed that if Mr C had contacted Aviva at the time, as required by the policy, it wouldn't have recommended returning early due to Mr C's symptoms. It would have required a medical review first.

Having considered all of the above, I don't think Aviva has unfairly declined Mr C's claim. Aviva's terms are clear that medical assistance and evidence has to be obtained at the time, rather than afterwards. And had Mr C telephoned Aviva, it would have advised him on the next steps such as seeking medical attention before cancelling his plans. Mr C was of course entitled to change his plans but in order to be covered under the policy, he would have needed to follow the conditions set out above.

Mr C has made a number of comments which I've carefully considered. He said he didn't know the insurer was Aviva as the travel insurance was a benefit attached to his bank account. I've seen a copy of the policy which confirms all the relevant numbers and what to do in the event of illness. Even if Mr C didn't know his insurer was Aviva, the policy booklet from his bank confirms the terms and conditions.

Mr C says by telephoning Aviva, this wouldn't have proven that he was unwell. But by telephoning the emergency medical assistance helpline, he could have sought advice and assistance on what to do next and he would have been given information about the policy. He would have been told about the requirement to get medical assistance and medical evidence, as confirmed by Aviva.

In relation to Mr C's witnesses to confirm he was severely unwell, this would not be medical evidence as required under the policy. Medical evidence from the time would confirm the diagnosis and reasons for not continuing with the holiday.

I note that Mr C thinks Aviva is using the small print but I don't think its terms and conditions are unreasonable. As Mr C wished to make a claim as a result of his illness, it isn't unreasonable for Aviva to require medical evidence from the time of illness. I also note what Mr C says about continuing with a long-haul flight but I can't speculate on what may have happened. Had Mr C contacted Aviva, he would have been provided with advice at that time to seek medical attention before flying.

### **my final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 21 September 2021.

Shamaila Hussain  
**ombudsman**