

## **The complaint**

Mr and Mrs A are unhappy that Aviva Insurance Limited declined a claim they made on their travel insurance policy.

## **What happened**

Mr and Mrs A missed their flight due to traffic congestion and queues at security. They claimed for around £1100 towards replacement flights and car hire.

Aviva declined the claim because they said the circumstances weren't covered by the policy. Mr and Mrs A complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought that Aviva had fairly declined the claim because Mr and Mrs A hadn't left enough time to get to the airport.

Mr and Mrs A asked an ombudsman to review their complaint. Mr A highlighted that Aviva had declined the claim on the basis that it wasn't an unexpected delay. He explained that 'unexpected delays' were not defined in the policy and the delays they experienced were unexpected.

## **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.

The relevant rules and industry guidelines say that Aviva has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy terms and conditions say:

### **Missed transport**

We'll pay for alternative travel and accommodation costs to enable the insured person to reach their destination if their pre-booked transport is missed because of an unexpected transport delay, such as the vehicle they're travelling in breaking down, or public transport being delayed or cancelled.

There is a general exclusion which says:

Any claim where the insured person hasn't allowed enough time, or done everything they reasonably can, to get to their departure point for the time shown on their itinerary.

I'm not upholding this complaint because I think it was reasonable for Aviva to decline the claim. I say that because:

- The policy covers alternative travel and accommodation costs to enable the insured person to reach their destination if their pre-booked transport is missed. Mr and Mrs A were driving to the airport in their own car. So, there was no pre-booked transport which was missed.
- I've considered the policy term carefully. The list of examples given isn't exhaustive. But I don't think the examples given are comparable to the circumstances of Mr and Mrs A's claim. The examples listed are the vehicle a policyholder is travelling in breaking down or public transport being delayed or cancelled. I think that's considerably different to experiencing unexpected traffic congestion and security delays. These are events that lots of travel insurance policies wouldn't cover.
- I'm not persuaded it's fair and reasonable to describe the traffic congestion, in the circumstances of this case, as 'unexpected'. In reaching this conclusion I've considered what Mr and Mrs A have said about the difference between unavoidable and unexpected. But I think traffic congestion is reasonably foreseeable, even on a short journey. Mr and Mrs A explained that they'd taken their baggage to the airport the day before, and that the journey had only taken 20 minutes on that occasion. But I still think it was reasonable for Aviva to conclude that general traffic congestion wasn't an 'unexpected' traffic delay. For example, there was no known road traffic accident or police incident which caused the delay.
- In any event, I also think the main reason Mr and Mrs A missed their flight was because of the delays at security. They explained that they'd provided pictures of the security queue which stretched the length of both the departure and arrival halls. Unfortunately, that's not something that's covered by this policy. And, and as I've outlined above, it's not something that would be covered by lots of other insurance policies too.
- Our investigator identified a further reason not to uphold Mr and Mrs A's complaint. She concluded that, even with no delays, Mr and Mrs A had left around one hour and twenty minutes to park, get into the airport and go through security. She highlighted that the airline recommended arriving at least two hours before departure. Mr and Mrs A said this wasn't something Aviva had invoked. But I still think it's relevant to the outcome of the complaint. That's because it's a further reason why it's not fair and reasonable to uphold this complaint due to the exclusion our investigator highlighted.

### **My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 1 March 2024.

Anna Wilshaw  
**Ombudsman**