

The complaint

Mr C and Ms O have complained that Aviva Insurance Limited declined a claim they made on a travel insurance policy.

What happened

In July 2023, Mr C and Ms O were due to return home from a holiday in Europe. Having arrived at the Eurotunnel, they realised that they had left their passports behind at their holiday accommodation. They then had to drive back to retrieve them. By returning within 24hrs, they incurred a surcharge on the Eurotunnel rather than having to buy a whole new ticket. They were therefore claiming for the surcharge cost and the price of extra petrol.

Aviva declined the claim on the basis that the circumstances were not covered under the policy terms.

Our investigator thought that Aviva had acted fairly in declining the claim, in line with the policy terms and conditions. Mr C and Ms O disagree with the investigator's opinion and so the complaint has been passed to me for a decision.

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've carefully considered the obligations placed on Aviva by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Aviva to handle claims promptly and fairly, and to not unreasonably decline a claim.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the 'Emergency travel documents' section of the policy, it states:

'If an insured person's passport or visa is lost, stolen or accidentally damaged while they're outside the UK, we'll pay for an emergency travel document and additional travel and accommodation costs to enable them to continue their trip or return home if they can't use their return ticket.'

The couple were able to return to their holiday accommodation to retrieve their passports, so it did not transpire that they needed alternative emergency travel documents. However, Mr C and Ms O believe they are covered for the loss of their passports.

Aviva declined the claim as it didn't consider the passports to have been 'lost'. As such, the claim was not covered under the above clause.

The couple think that 'lost' can also mean 'mislaid'. The policy doesn't define the meaning of 'lost'. In the absence of that, this service would use the common meaning that was set out by our investigator – no one knows where the item is, and it can't be found or recovered.

Mr C and Ms O prefer the legal definition of 'loss' – *'an article is 'lost' when the owner has lost the possession or custody of it, involuntarily and by any means, but more particularly by accident or his own negligence or forgetfulness, and when he is ignorant of its whereabouts or cannot recover it by an ordinary diligent search'*.

But, when making their claim, they said that they realised they had left the passports behind (at the holiday accommodation). I'm not persuaded that the circumstances of this case meet the couple's preferred definition anyway. They were not ignorant of the whereabouts of their passports. And they did recover them by an ordinary diligent search – because they returned to where they had left them.

It's an unfortunate thing to have happened and obviously they didn't mean to leave their passports behind. The question is whether what happened meets the terms and conditions of the policy – and I don't think that it does.

I've thought very carefully about what Mr C and Ms O have said. However, given the available evidence, I'm satisfied that the scenario is not covered under the 'Emergency travel documents' section of the policy.

I've also looked at the remainder of the policy wording to see if there are any other sections under which the claim could be considered. However, the circumstances they found themselves in do not fall within the scope of the wider policy terms.

Whilst I know it will be disappointing for Mr C and Ms O, I don't think Aviva has done anything wrong in the way it assessed the information to then decline the claim. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Ms O to accept or reject my decision before 13 March 2024.

Carole Clark

Ombudsman