

The complaint

Mr P and Mrs M complain because Aviva Insurance Limited hasn't paid a travel insurance claim.

What happened

Mr P and Mrs M are insured under a travel insurance policy provided as a benefit of Mr P's packaged bank account. The policy is underwritten by Aviva.

Mr P and Mrs M were delayed at immigration abroad enroute to their destination. Mr P and Mrs M were told there was an issue with their visas, although they were ultimately allowed to travel onwards with these visas. The delay meant that Mr P and Mrs M missed a flight, which resulted in their return flights to the UK being cancelled. Mr P and Mrs M made a claim under their policy with Aviva for the additional transport costs they incurred.

Aviva said Mr P and Mrs M's claim wasn't covered under the wording set out in Mr P's travel insurance policy.

Unhappy, Mr P and Mrs M brought the matter to the attention of our service. One of our investigators looked into what had happened and said she didn't think that Aviva had acted unfairly or unreasonably by declining the claim. Mr P and Mrs M didn't agree with our investigator's opinion, so the complaint has been referred to me 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.

Industry rules set out by the regulator say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when making my final decision about Mr P and Mrs M's complaint.

I appreciate that Mr P and Mrs M missed their flight through no fault of their own, and that they incurred considerable extra expenses in making alternative arrangements. But this doesn't automatically mean that Aviva is responsible for paying for their additional costs.

No insurance policy covers every situation and the risk which Aviva has agreed to cover is limited by the terms, conditions and exclusions set out in its contract with Mr P.

I've reviewed the policy wording which was in force at the time Mr P and Mrs M travelled abroad (the terms and conditions dated 05/21). There's no cover under any section of this policy for the circumstances which Mr P and Mrs M are claiming for.

And, even if I were to accept that the policy wording which Mr P has sent us (the terms and conditions dated 04/18) was the version of the contract in force at the time of travel, there'd be no cover for this claim either. Mr P has repeatedly argued that 'Section H – Missed International Departure' doesn't state what reason a missed departure needs to result from.

This isn't correct. The policy wording clearly says that this section of the policy only applies if the missed departure results from delays to scheduled transport or connecting flights and/or accidental damage to or breakdown of a vehicle. Mr P and Mrs M's flight wasn't delayed – they missed the flight due to being held up at immigration. In any event, this section of the policy wording only applies to missed international flights departing from the UK and this wasn't the flight which Mr P and Mrs M missed.

Both versions of the policies which I've mentioned specifically exclude claims for losses which aren't described elsewhere in the terms and conditions.

I'm sorry to disappoint Mr P and Mrs M but the circumstances of their claim aren't covered under either version of the policy terms and conditions. This means that I don't think Aviva acted unfairly or unreasonably by declining their claim and I won't be directing Aviva to do anything further.

As a final point, Mr P has mentioned that he may have chosen a different policy if he'd known this situation wouldn't be covered. But, based on my experience of dealing with complaints of this type, these aren't circumstances which I'd generally expect to see covered under most travel insurance policies.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr P to accept or reject my decision before 13 May 2024.

Leah Nagle
Ombudsman