

The complaint

Mr S is unhappy that Aviva Insurance Limited declined a claim made on his travel insurance policy ('the policy').

What happened

The details of this complaint are well known to both parties, and as the facts aren't in dispute, I'll focus on giving the reasons for my 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.

Aviva has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

I know Mr S will be disappointed but, for the following reasons, I don't think Aviva's decision to decline his claim was unfair.

- The reason for the outbound flight from the UK being cancelled isn't listed as an insured event under the cancellation section of the policy terms and conditions. I know that the cancellation of the outbound flight from the UK impacted Mr S as he was then not able to make an onward flight with another airline to reach his final destination. He lost out financially by having to cancel further flights and pay for a new one. However, I'm satisfied Aviva has reasonably relied on the terms of the policy to conclude that these circumstances aren't covered as an insured event under the cancellation section of the policy.
- I've looked at the other sections of the policy. I don't think the circumstances Mr S describes are covered as an insured event under another section of the policy.
- It's clear that Mr S has lost out financially and I'm sorry for the situation he found himself in, through no fault of his own. However, I don't agree with his point that "everything which is not forbidden (under the policy) is allowed". Travel insurance policies don't cover every eventuality and it's for the insurer to set out in the policy terms and conditions the risks it's prepared to insure under each section for the premium paid. I think Aviva has reasonably clearly set out the insured events under the cancellation section of the policy.
- Page 2 of the terms and conditions of the policy does say:

Your travel policy provides cover for unrecoverable costs. If you need to make a claim for travel, accommodation or related costs which you or any insured person has paid, we will consider claims for your costs which are unrecoverable from your travel...provider or agent...If you are not able to recover all of your costs and your circumstances are covered by the terms of your policy, we will consider you have been unable to recover.

It concludes: “please check this policy booklet carefully to ensure that you understand what is and isn’t covered”. So, I’m satisfied that a claim for unrecoverable costs is subject to the remaining terms of the policy – which includes having arisen from an insured event.

- I’ve also taken on board all other points raised by Mr S including what he’s said about the information on Aviva’s website. However, I’m not persuaded this supports that claims such as his will always be covered under the policy. Although, it says “your travel insurance will likely cover cancelled flights”, there are no guarantees that such a claim would be successful. I think it’s subject to the terms of the policy.

My final decision

I don’t uphold Mr S’ complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr S to accept or reject my decision before 13 February 2024.

David Curtis-Johnson
Ombudsman