

The complaint

Ms F is unhappy that Aviva Insurance Limited haven't fully settled a claim she made on her travel insurance policy.

What happened

Ms F was due to travel on her cruise. Unfortunately, her train to the departure point was delayed and then terminated early. She missed the departure from port and incurred additional expenses trying to catch up with the cruise. Ultimately, she was unable to do so and claimed for her additional and unused expenses.

Aviva agreed to pay Ms F's additional expenses but not the claim for the unused cruise holiday. They said this situation wasn't covered by the policy terms and highlighted the general exclusion which says there is no cover for any loss not specified by the policy. Ms F complained but Aviva maintained their decision was fair. Unhappy, Ms F complained to the Financial Ombudsman Service.

Our investigator looked into what had happened. He didn't think Aviva had unreasonably declined the claim as he didn't think there was cover available under the policy terms.

Ms F didn't agree and asked an ombudsman to review her complaint. She said that the whole point of travel insurance was to cover unforeseen circumstances and that Aviva had paid her travel companion's claim.

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

The policy terms and conditions say there is cover for:

"Travel disruption

We'll cover unexpected additional travel and accommodation costs to allow the insured person to continue their trip or to get home at the end of their trip, if their pre-paid travel plans are disrupted for the following reasons:

- The insured person's pre-booked travel arrangements are cancelled or delayed for more than 12 hours from the time shown on their ticket or diverted after departure, and the travel provider is unable to provide suitable alternative arrangements within 24 hours of the original departure".

"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."

"Cancelling or coming home early

What we'll cover:

We'll pay the costs shown in this section if an insured person unavoidably has to cancel their trip or come home early because:

1. they, a person they're going to stay with, a close relative or a business colleague who must be at work in order for them to go on their trip becomes ill, is injured, dies or is quarantined. You'll also be covered if the insured person's travelling companion has to cancel the trip or come home early because of one of these events,
2. They or their travelling companion are:
 - called as a witness or for jury service or to attend a tribunal in a court of law
 - formally notified of redundancy
 - needed at home following a burglary or severe damage to their home
 - unable to reach or use their pre-arranged accommodation due to a natural disaster, severe weather, fire, explosion or an outbreak of food poisoning
 - denied boarding because there are too many passengers and no alternative is available for more than 12 hours from the scheduled departure time
 - a member of HM Armed Forces, the Emergency Services, a government department or the NFIS and leave is cancelled due to an unexpected posting or an emergency in the UK
3. the insured person or their travelling companion's:
 - travel or accommodation provider becomes insolvent
 - pre-booked travel arrangements on their outward journey from the UK are cancelled or delayed for more than 12 hours or diverted after departure, and the travel provider is unable to provide suitable alternative arrangements within 24 hours of the original departure
4. in the 31 days before the departure date, or while the insured person is away on their trip:
 - they or their travelling companion is the victim of a violent crime that has been dealt with by the police
 - the FCDO issues an advisory notice advising British nationals against all (or all but essential) travel to the insured person's destination, or to leave the area in which they are staying
 - a government closes the border or introduces a local lockdown which

prevents the insured person from travelling or continuing their trip

- a terrorist attack or natural disaster happens within a 50-mile radius of the insured person's pre-arranged accommodation and they don't wish to travel or they wish to return home early."

Did Aviva fairly decline the claim?

I'm not upholding Ms F's complaint because:

- Ms F's pre-booked travel on her train wasn't delayed for 12 hours or more. So, there is no cover available under the cancellation section of the policy or for coming home early.
- Ms F's flight, which she booked to catch up with the cruise, wasn't part of her original pre-booked travel arrangements. And, in any event, it also wasn't delayed for 12 hours or more.
- The policy does cover Ms F's alternative travel and accommodation costs to enable her to reach her destination if her pre-booked transport was missed due to unexpected travel delay. That's what happened as Ms F's train was delayed and then terminated. So, she missed her connection and booked flights to try and catch up with the cruise at another port. Aviva have paid those additional expenses in line with the policy terms.
- I appreciate that the circumstances were unforeseen but travel insurance policies don't cover all eventualities. And in the circumstances of this case Ms F's circumstances are not covered by the policy terms.
- I've thought about whether it would be fair and reasonable to direct Aviva to pay the claim outside the policy terms and conditions. But I don't think it would be in the circumstances of this case. I think the policy terms are sufficiently clear about the scope of cover and lots of travel insurance policies have similar limitations to the cover offered. So, I don't think it would be fair and reasonable to direct Aviva to pay the claim.
- Ms F has mentioned that her travel companions claim was paid. Aviva has confirmed the settlement was made in error. So, I don't think it follows that Ms F's claim should also be paid.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 12 January 2024.

Anna Wilshaw
Ombudsman