

## **The complaint**

Mrs R has complained that Aviva Insurance Limited ('Aviva') excluded a number of health conditions on her travel insurance policy.

## **What happened**

Mrs R has a travel insurance policy underwritten by Aviva, attached to her bank account.

Mrs R contacted Aviva using an online form to update it about changes to her health. Aviva called Mrs R and completed an assessment. Aviva excluded a number of Mrs R's conditions which Mrs R was unhappy about. She raised a complaint as she said the online form promised a call back within 5 days and this didn't happen. She was unhappy with Aviva's response and referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Aviva had done anything wrong.

Mrs R disagreed and said Aviva excluded previously accepted conditions and our investigator should have reviewed the website to print or view the online form.

And so the case has been passed to me for a final 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

- The online form Mrs R completed is no longer available. Aviva say the form promised a call back 7 days before departure or the balance becoming due. Mrs R says the form promised a call back within 5 days. Mrs R completed the form on around 28 September 2022 and Aviva called her on 20 October 2022. She was due to travel 13 days later. I haven't seen any evidence that the time between Mrs R completing the form and Aviva calling her back caused any loss to her. There is no evidence that Mrs R chased Aviva for a response which is what I would expect if she was concerned about the time taken. As I haven't seen any evidence that she was promised a call back within 5 days, I don't think Aviva has done anything wrong here.
- Mrs R is also unhappy that Aviva excluded conditions it had previously covered. Aviva has provided its underwriting criteria to show that the conditions were excluded as a result of changes to Mrs R's conditions. So it didn't treat Mrs R unfairly by excluding the conditions it did. The previously accepted conditions no longer met the criteria for cover. The information Aviva has provided is commercially sensitive so I cannot share this with Mrs R. But I would like to reassure Mrs R that I have carefully checked the information provided to ensure Mrs R hasn't been treated differently to other customers in the same circumstances. This is the test I have to apply to decide whether Aviva has acted fairly and reasonably. The criteria applied to Mrs R is the

same that would be applied to any other customer with the same conditions.

- Mrs R had also complained that Aviva called her in the morning and she had asked for calls in the afternoon. There is no evidence that Aviva were not asked to call in the morning but I am pleased to see it noted this request on its system so that Mrs R wouldn't receive further calls in the morning. I think this was the right thing to do.
- Overall, I think Aviva has acted fairly. I appreciate Mrs R is unhappy that Aviva has excluded a number of her health conditions. But an insurer is entitled to decide the level of risk it is willing to take and can exclude conditions it deems to be too risky.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 8 December 2023.

Shamaila Hussain  
**Ombudsman**