

## **The complaint**

Mr and Mrs F's complaint is about how Aviva Insurance Limited considered their travel insurance claim, following another Ombudsman's final decision from the Financial Ombudsman Service.

Mr and Mrs F say the amount Aviva have paid them doesn't represent the full amount they're claiming for and they want Aviva to pay all of it.

All references to Aviva in this decision include their claims handlers.

## **What happened**

Mr and Mrs F made a claim on their Aviva travel insurance policy which Aviva declined to cover. Following that they made a complaint to the Financial Ombudsman Service. Another Ombudsman determined that Aviva should settle their claim for medical expenses and related costs in line with the remaining policy terms.

After asking for further information, Aviva considered Mr and Mrs F's claim but didn't offer to cover all of it. They said a number of items fell outside the policy terms and weren't covered but they did offer Mr and Mrs F £50 in recognition of the fact that their call wasn't returned when it should have been and accepted that better service should have been provided in respect of this.

Unhappy, Mr and Mrs F complained again to the Financial Ombudsman Service. They said Aviva told them they would cover their claim in full. Our investigator considered Mr and Mrs F's complaint and concluded it shouldn't be upheld. She said the items Aviva hadn't agreed to cover fell outside the cover available under the policy. Mr and Mrs F don't agree so the matter has been passed to me to decide.

## **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 uphold Mr and Mrs F's complaint. I'll explain why.

Mr and Mrs F say Aviva agreed to cover their claim in full following the previous Ombudsman's final decision. They've referred to an email which they say supports this. I've considered that email but there's nothing in it that suggests this was the case. Rather the email is from Mr and Mrs F and sets out that the Ombudsman has directed their claim be settled. That's not the same thing as Aviva agreeing to cover the entire claim. And having reviewed the claim notes, I can't see that Aviva did endorse the entire claim made by Mr and Mrs F in advance, such that they were expecting to be paid for this.

Insurance policies are subject to terms and conditions so whilst I understand why Mr and Mrs F might have expected their entire claim to be covered following the previous Ombudsman's final decision, that decision did make clear that payment be made subject to

the remaining policy terms and conditions. I'm satisfied Aviva applied those here. In particular, they excluded the following claims because there was simply no cover available for them under the policy:

- Maid service because this isn't considered to be a medical cost;
- Mr and Mrs F's children's meals incurred during the holiday period. These would have been paid for by Mr and Mrs F irrespective of Mrs F's surgery;
- Mr and Mrs F's loss of earnings as the travel insurance policy doesn't extend to these kinds of costs in the circumstances of this particular claim. That's because the surgery was for the removal of a cyst and not for accidental death or permanent disability;
- Original flight costs because Aviva paid for Mr and Mrs F to return them home after Mrs F had surgery and Mr and Mrs F would always have incurred return flight costs- so they haven't paid for these twice.
- No further claim beyond 10 days of accommodation costs post-surgery. The medical advice Aviva received was that Mrs F was fit to return home after that time. The duration excludes the time taken for Mr F and Mrs F to notify Aviva of their claim because Aviva aren't responsible for this period. Aviva have said that had Mr and Mrs F notified Aviva promptly of their claim the medical advice would have been that Mrs F was fit to return home after 10 days.

Given the nature of the expenses claimed and what the policy terms extend to, I'm satisfied that the items listed above simply aren't covered. I can see that Mr and Mrs F were paid their claim for fuel and taxi costs, however so I won't be addressing this point further.

I've also considered Aviva's offer of £50 in respect of the poor service Mr and Mrs F received because Aviva didn't return their call when they should have. I think this is a reasonable offer in the circumstances. If Mr and Mrs F haven't yet received this amount, they should contact Aviva directly if they wish to.

### **My final decision**

For the reasons set out above, I don't uphold Mr and Mrs F's complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr F to accept or reject my decision before 4 December 2023.

Lale Hussein-Venn  
**Ombudsman**