

The complaint

Mr and Mrs S are unhappy that Aviva Insurance Limited hasn't fully settled a claim they made on their travel insurance policy.

What happened

Mrs S sustained a serious injury to her leg whilst abroad. When she was well enough to return Aviva arranged flights home. Mr and Mrs S were reassured they were booked into business class.

When they arrived at the airport it became apparent that only Mrs S was booked into business class. It wasn't possible to book another business class seat, so Mr and Mrs S took the two remaining seats in first class and paid for them. They contacted Aviva who told them to keep the receipts and make a claim. Aviva then refused to pay for the upgrade as they didn't think it was medically necessary. Mr and Mrs S complained but Aviva maintained their decision was fair. They offered Mr and Mrs S £300 compensation for the incorrect information they were given.

Our investigator looked into what had happened. She didn't think Aviva needed to pay for the upgrade because there was no evidence it was medically necessary for Mr S to be seated with Mrs S. She explained that there was no cover for their original return flights under the policy as Aviva had arranged alternative flights.

Mr and Mrs S explained they did contact Aviva from the airport when they realised the situation and reiterated they'd been told by Aviva they would both be travelling in business class. Our investigator listened to the relevant calls, but they didn't change her thoughts about the overall outcome of the complaint. She noted that Mr and Mrs S had already purchased the upgrade to first class when they contacted Aviva.

Mr and Mrs S asked an ombudsman to review their complaint. So, I need to make a 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.

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 say there is no cover for:

'The cost of the original return travel to the UK if we've paid for alternative transport for the insured person to return home'.

There is cover for:

Associated expenses

- i. The necessary travel and accommodation costs for a person who has to stay with the insured person or travel to be with the insured person, where we agree this is necessary.

I'm not upholding Mr and Mrs S's complaint because:

- As Aviva arranged a return flight for Mr and Mrs S there is no requirement for them to cover the cost of their return flight. I don't think it would be fair and reasonable to direct them to pay this outside of the policy terms.
- There's no dispute Mr and Mrs S were incorrectly told they were both booked into business class. So, I can understand why it was frustrating and upsetting to find this wasn't the case when they arrived at the airport. However, Aviva has offered £300 compensation for the incorrect information being given and I think that fairly reflects the impact of the loss of expectation and the additional stress this caused Mr and Mrs S.
- Mr and Mrs S had booked the first-class seats before they spoke to Aviva at the airport. I understand why, as Mrs S explained there were only two spaces left. But I can't fairly conclude they took this course of action because of information they were given by Aviva as that's a decision they'd already taken.
- I've carefully considered everything Mr and Mrs S have said, including what they've said about what a difficult and stressful experience this was. But there's no medical evidence which indicates it was necessary for Mr S to be seated with Mrs S. I can entirely understand why that would have been their preference. But I can't fairly say that was necessary on the basis of the evidence that's been provided.

My final decision

Aviva Insurance Limited has already made an offer to pay £300 to Mr and Mrs S to settle the complaint and I think that's fair in all the circumstances.

My final decision is that Aviva Insurance Limited should pay £300 to Mr and Mrs S if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 9 January 2024.

Anna Wilshaw
Ombudsman