

The complaint

Mr S complains Aviva Insurance Limited unfairly turned down his claim on his travel insurance policy.

What happened

Mr S holds a travel insurance policy through his packaged bank account. The policy is provided by Aviva. Mr S booked to travel to another country for a few days, he'd also booked a hire car to use while he was there.

Unfortunately, when Mr S arrived at the destination airport his hire car didn't turn up. Mr S said he called and messaged the hire care company for around an hour but didn't get a response. He therefore hired another car from a different provider. Mr S therefore contacted Aviva to claim on his policy for the additional costs he incurred due to the original hire car not turning up.

Aviva reviewed the claim and turned it down. It said the policy didn't provide cover for anything not specifically described in the policy. Mr S didn't think this was fair and referred his complaint here. He said the travel disruption section should cover his claim.

Our investigator reviewed the complaint and didn't recommend it be upheld. She found the travel disruption section didn't specify it provided cover for Mr S's claim and so didn't think Aviva had acted unreasonably in declining the claim. Mr S didn't agree, he thought the travel disruption section did provide cover and asked for an ombudsman to review the complaint.

As Mr S didn't agree with our investigator the complaint has come 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.

The exclusion within the policy which Aviva has relied upon to decline the claim says: "any loss that is not specifically described in this policy". Mr S disagreed and said his claim is covered within the travel disruption section, he's specifically referred to points 3 and 4 within that section.

The section in the policy which covers travel disruption says:

"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:...

3. the insured person's travel or accommodation provider becomes insolvent
4. 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”

I've considered this term and focused on the two parts which Mr S thinks should cover his claim.

For point 3 to cover the claim the provider would need to become insolvent. From the information provided there isn't anything to show the hire car provider became insolvent and so I'm not persuaded that Mr S's claim falls within point 3.

I've also considered point 4, and while I can see why Mr S may think this section of the policy covers his claim, I'm not persuaded it does. I say this because the hire car provider hasn't cancelled or delayed the hire car. It didn't turn up within an hour of the agreed time, so Mr S hired another car. So without anything to show the hire car was actually cancelled I'm not persuaded this section covers this claim.

Aviva has said the policy doesn't cover this situation and I agree. I appreciate this isn't the outcome Mr S was hoping for, but I'm not persuaded Aviva has acted unfairly or unreasonably by declining his claim.

My final decision

For the reasons explained above, my final decision is that I don't uphold this complaint.

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

Alex Newman
Ombudsman