

## The complaint

Mr H is unhappy U K Insurance Limited (UKI) declined his claim.

## What happened

Mr H has travel insurance as part of his packaged bank account. The policy is underwritten by UKI.

Mr H was on his way to the airport in the early hours of the morning to depart for his ski holiday. On his journey he said he encountered high winds due to a storm, which resulted in his ski equipment (ski poles, ski bindings and a bag) blowing off and falling from the roof of his car, where they'd been secured.

Mr H said he turned around when it was possible and went back to the scene of the incident to try and retrieve his items. However, they were damaged beyond repair.

He said he cleared up the debris off the road and was unable to fit any broken pieces of equipment into his car because it was filled with passengers and luggage. Due to the bad weather and having his young children with him, Mr H said he didn't think there was anything more he could do so he continued with his journey to the airport. He didn't take any photographs at the scene.

When Mr H returned to the UK from his holiday, he made a claim on his travel insurance policy for the damaged equipment and the cost of his ski hire. UKI reviewed the claim but said it wasn't covered by the policy because Mr H hadn't provided evidence to substantiate his loss such as a police report or photos of the damaged equipment.

Mr H raised a complaint and UKI maintained its position that the claim wasn't covered. But they acknowledged their customer service during the claim could have been better, so they awarded him £75 compensation.

Mr H referred his complaint to this service. One of our investigators looked into what had happened and she thought UKI had acted fairly to decline Mr H's claim because he hadn't provided sufficient evidence to meet the policy terms.

Mr H disagreed and asked an ombudsman to review his complaint. In March 2022 I issued my provisional findings to both parties, explaining that I was intending on upholding this complaint. I set out my reasoning as follows:

*The policy terms state:*

***We will cover you:***

- ***if winter sports equipment that you own or have hired is lost, stolen or accidentally damaged during your trip:***

- ***for the hire of replacement winter sports equipment for the remainder of your trip if winter sports equipment that you own has been lost, stolen or accidentally***

damaged while **on your trip**, or if it is temporarily lost for more than four hours on **your outbound trip**: and

*The special conditions which apply to winter sports claims are:*

**Special conditions**

- **You** must report any theft or loss of **winter sports equipment** to the police within 24 hours of discovering it or as soon as reasonably possible after that and get a police report from them.
- **You** must always take reasonable care of **your winter sports equipment** to keep it safe and take all reasonable steps to recover **winter sports equipment** that is lost or stolen.
- **You** must provide **us** with proof of ownership and value for the items of **winter sports equipment** for which you are claiming to substantiate your claim.
- We will at **our** option either
  - pay the cost of repairing or replacing the item: or
  - make a cash payment to **you**.

**Trip** is defined as a journey that begins and ends at your home during the period of insurance

*I can see UKI considered by Mr H's claim under the "lost" terms of the winter sports section of the policy. But Mr H has not lost the equipment – the equipment blew off from the car due to strong winds and so Mr H didn't lose it, he knew where it was. The reason for the claim is because the equipment has been damaged beyond repair. But I don't think UKI have fairly considered it in this way as they've continually asked for evidence of a police report which is only relevant for claims for lost or stolen items.*

*With a claim for damaged equipment, I think it's fair for UKI to ask a policy holder for a damage report - this is to check the cause of damage and the possibility of a repair. But in the circumstances of Mr H's claim I think this was unreasonable. Mr H made UKI aware from the start of his claim that the equipment was destroyed and left on the roadside. And he's provided a plausible and reasonable explanation as to why he didn't take a photograph of the damaged equipment because at the time it was 3 am, dark, stormy weather, with children on a busy road. So I think it was unfair for UKI to decline his claim on the basis he didn't have a damage report or a photo of the damaged ski equipment in the road. It is well documented that were destructive winds and heavy rainfall in the UK on the 15-16 February.*

*I've also taken account of the ski carriage that Mr H had booked and paid for on his flight, which is evidenced in the documentation he's provided. And the strong supporting evidence of proof of ownership of the ski equipment before he travelled.*

*So whilst I acknowledge Mr H has been unable to provide the proof of damage evidence UKI expect to see, I'm persuaded overall by the information he has been able to give in the unusual circumstances of UK weather causing damage to winter sport equipment. On that basis, I don't think it was reasonable for UKI to decline Mr H's claim.*

*The claim information requests sent to Mr H say "if the item is beyond repair, a quote to replace the item should be provided". I'm persuaded its most likely Mr H's equipment was damaged beyond repair and he's provided UKI with all replacement costs, so in the specific circumstances of this case I think it would be fair and reasonable to cover the cost of Mr H's claim in line with the remaining policy terms and limits. And 8% simple interest should be added to that figure.*

UKI responded to say they accepted my provisional decision and requested the cost of Mr H's bindings and the age, so this could be included in their settlement calculations.

Mr H responded with the two quotes for bindings that he'd already previously provided.

### **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.

As both parties accepted the outcome set out in my provisional decision, I see no reason for me to reach a different conclusion.

### **My final decision**

For the reasons I've outlined above, and in my provisional decision, I'm upholding this complaint and direct U K Insurance Limited to:

- settle Mr H's claim in line with the remaining policy terms, taking into account the information he's provided.
- add 8% simple interest to that figure.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 April 2022.

Georgina Gill  
**Ombudsman**