

The complaint

Mr A has complained about AXA Insurance UK Plc. He isn't happy that it turned down a claim under his travel insurance policy.

What happened

Mr A made a claim under his travel insurance policy after personal belongings and cash was lost or stolen while traveling abroad. But when AXA looked into the claim it turned it down. This was because it wasn't happy with the circumstances surrounding the claim and the inaccuracies in Mr A's account.

As Mr A wasn't happy about this he complained to AXA and as it maintained its position he also complained to this Service.

Our investigator looked into things for him and partly upheld his complaint. In the main he didn't think AXA had done anything wrong in declining Mr A's claim as there were a number of inaccuracies in his account. But he did think AXA's service could have been better and suggested £50 compensation.

AXA accepted the investigator's position, but Mr A didn't agree so the matter has been passed to me for review.

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, and I know that this will come as a disappointment to Mr A, I agree that the complaint should only be partly upheld.

I think it's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

I can understand Mr A's frustration here as he was away at the time and knows what did and didn't happen. However, all insurance claims are subject to verification checks and in doing its checks AXA has a number of concerns around inaccuracies in Mr A's account. And having looked at its concerns I can't say it has acted unreasonably here.

I won't go over all the issues that AXA has raised but I'll highlight a few. The main inaccuracy concerns the reporting of the claim to the police while Mr A was away. He has provided a police diary extract which outlines what he told the police at the airport when he reported the loss. Mr A said when he went for his Covid 19 test at the airport he detected tht his passport

was missing. However, there is no mention of the missing cash, bag and belt that he also looked to claim for which is surprising, especially given the amount of cash that was missing and the value of the missing items.

There was also an expectancy that Mr A would make a full report to the police about the loss and gained a crime report (or equivalent), but he didn't do this, or he hasn't provided any evidence that he did. And when Mr A notified AXA about the claim the circumstances he outlined were different in that he said he realised his small bag (containing his travel documentation and money) was stolen when he went to get his luggage from the bus he was travelling on, which is different to the police diary extract. I know Mr A has suggested the police didn't want to record the additional items, but I find that surprising. And even if this was the case then he still needed to report the crime to the police which would have gleaned the additional information and allowed the police to investigate the loss or theft.

Furthermore, when Mr A gave an account to this Service there were differences to the earlier accounts that he had given to the police and AXA. He said he was close to the airport at the bus station with his hand luggage and when he went to load his things into his taxi he realised his hand luggage was missing. And at a later stage he said he found his bag was missing when he got to the hotel. So, there are clearly inaccuracies here as well.

As Mr A is aware our investigator also outlined issues in relation to the cash claim part of Mr A's claim and raised questions around his hotel accommodation. I don't propose to go over the detail of this again here, but Mr A hasn't evidenced how he took out the money before travelling abroad. And he has suggested he took the money out himself before travelling abroad on the one hand and that he transferred the money to a friend who gave him the money on the other which is inconsistent. Plus, Mr A hasn't been able to evidence how he got and paid for his temporary travel documents in order to get home and went onto withdraw the claim in relation to his passport. And these issues are relevant to the wider picture of inaccuracies in Mr A's claim and complaint.

Given all of this, and the fact AXA may not have met the claim in any event as Mr A didn't keep these high value items and cash within his sight and personal control which is excluded under the policy terms and conditions, I don't think AXA has acted unreasonably here.

Finally, I can see that there was a little poor service and delay in dealing with Mr A's claim. And AXA could've engaged with Mr A more about a potential inaccuracy in the recording of the claim which may have been caused by selecting an incorrect drop-down box. So, I agree with our investigator that £50 compensation in acknowledgment of any stress caused here seems fair.

My final decision

It follows, for the reasons given above, that I partly uphold this complaint. I require AXA Insurance UK Plc to pay Mr A £50 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 July 2022.

Colin Keegan
Ombudsman