

## **The complaint**

Mr B and Miss F complain about how Astrenska Insurance Limited trading as Collinson Insurance (“Astrenska”) dealt with a claim they made on their travel insurance policy.

## **What happened**

Mr B took out travel insurance in June 2022 prior to a family holiday. He says he needed to make a claim when, on 12 June 2022, a bag containing personal items fell overboard on a boat they were taking a trip on.

After the incident Mr B says he consulted his policy documents to see what was required to make a claim on his policy. He asked the boat crew for some acknowledgment of the incident – but they refused as their insurance was for injuries only. Mr B reported the matter to the police but they were unable to provide a report as there had been no crime. So, Mr B says neither the boat company or the police would provide him with a report for the incident.

When he arrived back at home Mr B contacted Astrenska to enquire how to make a claim. He was told he needed to provide a police report or a property irregularity report, but that wasn’t applicable to Mr B’s situation. He says he wasn’t told he needed a report from the travel company who he took the boat trip with.

Mr B submitted his claim online. He received an email in October 2022 advising the claim had been declined since he hadn’t met one of the requirements; that being he failed to provide a report of the circumstances.

Mr B wasn’t happy. He was unable to obtain a police report as no crime had been committed and he was unable to provide a property irregularity report since there was no airline or lost baggage involved.

Mr B contacted Astrenska in the following days and was told someone from the claims team would call him back – but they didn’t. He called again in November 2022 and made a complaint about the lack of call backs he received. Mr B says he also called prior to Christmas and again early in the new year – and both times he was told someone was looking into his complaint.

The claim was declined due to lack of supporting evidence which Mr B tried to obtain. He says he wasn’t told in June when discussing the claim with Astrenska that he required the evidence. Mr B says he couldn’t have done any more to provide the evidence and at every step he has actively sought direction from Astrenska on what his obligations were.

Mr B complained to Astrenska. He says he’s been financially impacted through the loss of goods which weren’t reimbursed by his insurance provider. He says he acted in good faith and tried to speak to Astrenska at various stages of the claim. Had he been told sooner of the need for evidence from the boat company he could have tried to contact them over the summer months but by the time he was told it was too late. Mr B wants Astrenska to acknowledge its failures in dealing with the claim.

Astrenska accepted there were delays while the claim was being reviewed, and that Mr B didn't receive a call back from the assessor on two occasions. Astrenska referred to the personal belongings exclusion in the policy and said since Mr B was unable to provide a report from the boat company, or any independent travel provider then it is obliged to decline any claim.

Mr B remained dissatisfied so he referred his complaint to this service. Our investigator looked into things for him. He said he thought the insurer acted within the terms of the policy in declining the claim. He agreed there were delays in the handling of the claim and suggested an award of

### **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 regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of Mr B's policy and the available evidence, to decide whether Astrenska treated him fairly.

### ***Lost personal possessions***

My starting point is the terms of the policy. In section 4 of the policy 'Claims evidence' under 'Personal Baggage and Baggage Delay, Personal Money and Travel Documents' it lists examples of the type of evidence required to validate claims, as follows;

- *"Police report or written report from travel provider detailing your reported loss,*
- *Police report for any lost/stolen item(s),*
- *Property irregularity report from an airline,*
- *written confirmation from the airline or travel company stating the length of delay,*
- *proof of ownership and value of items claimed for such as receipts,*
- *claims for loss or theft of mobile phones we will ask for proof the service provider has been contacted and asked to discontinue the service,*
- *evidence of withdrawal of bank notes or currency."*

It's a general principle of insurance that it is for the policyholder to provide enough evidence to show they've suffered a financial loss as a result of an event which is covered by the terms of their insurance contract. So Astrenska is reasonably entitled to be satisfied, on balance, that Mr B both lost the items he claims for and in the way he said.

There's no dispute Mr B attempted to obtain a police report or something from the boat company. But he was unable to do so. Mr B's own evidence suggests he consulted his policy documents after the incident to see what his insurer required to make a claim. So he was aware that he needed evidence detailing the loss in order to claim on his policy.

Mr B says the policy wording isn't clear due to the use of the word '*may*' so there was a chance he wouldn't need to provide any evidence. But I don't agree. The policy details the type of evidence required in order to validate any claims. So even with the use of '*may*' it indicates it was possible (and likely) he would have been asked to evidence his claim. And it means that by asking Mr B for that evidence Astrenska is acting within the terms of the policy.

As it stands then, there's no independent documentation which shows Mr B suffered the loss of his bag. To be clear I don't doubt Mr B's testimony about what happened. But in the

absence of this I don't think Mr B has provided enough evidence to show this part of the claim is covered by the policy. And so it follows that I don't think it was unfair for Astrenska to turn down the claim.

It's clear that Mr B feels strongly that he tried to report the matter to the police and the boat company, and so it's unreasonable for Astrenska to decline to cover his personal possessions claim. I accept he had little control over how the police and travel company dealt with the incident. But it remains the case that Astrenska is reasonably entitled to be satisfied that Mr B lost the items he's claimed for. It currently has no contemporaneous, documentary, official evidence from the time of the incident. So there's no independent official documentation to demonstrate that, on balance, Mr B's possessions were lost in the way he says. So I don't think it was unfair or unreasonable for Astrenska to conclude that Mr B hadn't met the policy terms or shown his loss fell within the scope of cover. And so I'm persuaded that it was fair for Astrenska to turn down Mr B's claim.

I know my finding will come as a disappointment to Mr B who has clearly been through a frustrating time. But in order for me to compel Astrenska to pay the claim I need to be able to say it did something wrong or unreasonable, and I can't say that here on the evidence.

### ***Claim delays***

Mr B submitted his claim in June 2022 and it was declined four months later. Astrenska accepted there was a delay in assessing Mr B's claim due to the volume of claims it was dealing with at the time. Nonetheless an insurer has a duty to deal with claims promptly and fairly.

Since Astrenska accept there were delays in handling Mr B's claim it's not my intention to discuss this point further. Instead I've carefully considered what level of compensation is reasonable in the circumstances.

### **Putting things right**

Our investigator suggested Astrenska pay Mr B £100 to reflect the distress and inconvenience caused by this matter. Having considered everything, I think this is reasonable and in line with this service's approach. So, I intend to direct Astrenska to pay Mr B £100.

### **My final decision**

For the reasons I've given above my final decision is that I partially uphold this complaint and direct Astrenska Insurance Limited trading as Collinson Insurance to pay Mr B £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Miss F to accept or reject my decision before 6 November 2023.

Kiran Clair  
**Ombudsman**