

The complaint

Ms K is unhappy that Inter Partner Assistance SA ('IPA') turned down a claim made under the gadget cover section of her travel insurance policy ('the policy'), which she'd paid to include as an optional extra.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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.

IPA has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

The issue for me to consider is whether IPA acted fairly and reasonably when turning down the claim on the basis that the camera lens, which was damaged, and for which Ms K is claiming repair costs, isn't covered because it isn't gadget but an accessory.

For the reasons I've set out below, I uphold this complaint.

Did IPA fairly decline the claim?

When making her claim, Ms K says that her camera was on the tripod with the lens (which is the subject of the claim) attached to it. She says it "just dropped. Lens is slightly broken...camera has a bit of cosmetic damage".

IPA hasn't disputed the circumstances which led to the claim being made so I think it's fair and reasonable to accept Ms K's account about the damage claimed for.

Under the policy, gadgets are defined as:

the portable electronic items insured by this certificate, purchased by you in the UK; that is no more than 48 months old at the point of policy purchase. Items must have been purchased as new or, in the case of refurbished items, purchased directly from the manufacturer, and you must be able to evidence ownership of your gadget. Gadgets can include: Mobile Phones, Tablets, iPads, E-readers/Kindles, Sat Navs, Handheld Games Consoles, Portable DVD players, Headphones, Wireless Speakers, **Cameras**, Laptops, iPods/MP3 Players and Smart watches (**my emphasis**).

IPA has also relied on a general condition/exception in the gadget cover section of the policy which says that it won't cover 'loss of or damage to accessories of any kind' in turning down the claim.

Importantly in this case, the terms 'camera(s)' and 'accessories' aren't further defined by the policy terms.

I'm conscious that the gadgets listed under the definition are meant for individual use and are standalone items. Whereas a lens is meant to be used in conjunction with the camera body and a lens won't function if not attached to the camera shell.

However, in the absence of 'camera' being defined, I think it's fair and reasonable to conclude that the term 'camera' doesn't just include the camera shell but also the lens that's attached to it at the time. Without the lens attached to it, I'm persuaded that the camera shell wouldn't be able to effectively function. So, although the lens is detachable, I'm satisfied that in the circumstances of this case, it's integral to its working.

I'm also persuaded that as the terms 'accessory' or 'accessories' aren't defined by the policy terms, a reasonable person would reasonably consider those terms to mean something which enhances or improves the existing functionality of a device: something which is added to make it more attractive, useful or versatile.

When relying on an exclusion in the policy terms, it's for IPA to establish that the exclusion is applicable. In the circumstances of this case, I don't think it has been able to establish that the lens which was attached to the camera was an accessory. As stated above, although the lens is detachable, I'm satisfied that in the circumstances of this case, it's integral to its working and the camera shell wouldn't be able to effectively function without it. It isn't to make the camera shell, for example, more attractive, useful or versatile.

So, I'm not satisfied that IPA has fairly relied on the terms of the policy to decline the claim for the reason it has.

Distress and inconvenience

I'm also satisfied that Ms K has been put to unnecessary distress and inconvenience because of IPA unfairly declining her claim for the reasons it has.

She had to send the lens to IPA for repair, but it ended up declining the claim. She also went to the trouble of paying the excess under the policy (which IPA has returned). Ms K also says that her depression and anxiety has gotten worse because of IPA's actions. I haven't seen any medical evidence to support that, but I am persuaded that this situation would've been upsetting, and I can understand why Ms K feels 'misled' by IPA.

She's also been without use of the lens for much longer than she needed to be because it's still damaged.

I think £150 compensation fairly reflects the distress and inconvenienced she experienced.

Putting things right

Within 14 days from the date on which the Financial Ombudsman Service informs IPA that Ms K accepts my final decision, I direct it to:

- accept Ms K's claim on the basis that the damage to the lens is covered under the gadget section of the policy and isn't excluded as an accessory.

- pay Ms K £150 compensation for distress and inconvenience.

My final decision

I uphold Ms K's complaint and direct Inter Partner Assistance SA to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 13 March 2024.

David Curtis-Johnson
Ombudsman