

The complaint

Mr and Mrs D have complained that Aviva Insurance Limited declined a claim they made on their travel insurance policy after they had camera equipment stolen from a bag.

As it is Mr D making the complaint on behalf of both of them, I will mostly just be referring to Mr D in this decision.

What happened

At the end of their holiday abroad in October 2023, Mr and Mrs D were being transferred from their hotel to the airport in a coach arranged by the travel company. Mr D placed his camera bag in the coach's hold. It was after going through security at the airport that he realised that his camera and lens were no longer in the bag. Mr D therefore made a claim for the stolen items.

Aviva declined the claim on the basis that the circumstances were not covered under the policy terms.

I wrote a provisional decision earlier this month in which I explained why I wasn't minded to uphold the complaint and giving the parties the opportunity to comment further. Mr D did provide some additional information that I will address below.

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.

I've carefully considered the obligations placed on Aviva by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Aviva to handle claims promptly and fairly, and to not unreasonably decline a claim.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy document, under '*Section E – Your belongings*', it states:

'We won't cover

- Belongings that have been deliberately left somewhere that are not in the insured person's full view, with someone they know, or with their travel provider.*
- Valuables or money which are not kept in the insured person's hand luggage while they're travelling.'*

The definition of '*belongings*' is:

'the insured person's luggage and its contents and anything worn or carried whilst travelling, and golf equipment (but excluding money and valuables).'

The definition of 'valuables' is:

'jewellery, costume jewellery, watches, items made of or containing precious metals or stones, binoculars, handheld games consoles and equipment, mobile phones, mp3 players, photographic or video equipment, e-readers, laptops, tablets and any accessories designed to be used with any of these including headphones.'

I'm satisfied that Mr D's camera equipment does meet the definition of 'valuables' as set out in the policy terms. Therefore, it is the second part of the term - about valuables not being covered unless they are kept in the insured person's hand luggage whilst they are travelling - which is the pertinent clause to consider here.

The policy doesn't define 'hand luggage'. But the common meaning of hand luggage is small cases or bags that are carried onto an aircraft or bus and that do not get put in the hold.

In response to my provisional decision, Mr D has provided a picture of the exact bag that was being used. He says it is designed as a travel backpack and is within the size limits imposed by airline regulations to be classed as hand luggage.

I don't dispute that the bag can be used as a general backpack and that, on looks alone, you could consider it to be hand luggage.

However, as I said in my provisional decision, I wasn't persuaded that the bag in these circumstances could be thought of as hand luggage. That's because Mr D allowed the driver to place the bag in the external luggage compartment (or hold) of the coach, rather than taking it with him into the coach. So, although it looks like hand luggage, it wasn't being used in this instance as hand luggage.

Mr D has said that the only reason the bag was not with him on the coach was because the coach was full to capacity and the driver was placing all hand luggage in the luggage compartment.

I've thought very carefully about this but, overall, I'm not persuaded to change my view. I can't see that the driver could have had any objection to Mr D wanting to keep the bag with him and placing it either on his lap or between his legs – which is what I would usually expect someone to do with hand luggage that contained valuables.

As I said in my provisional decision, I do have sympathy for Mr D's situation. He's the victim of an unscrupulous thief and is out of pocket as a result. And upon realising the theft, he tried to do the right things by reporting it to the travel firm, the airport's assistance service and to the police upon his return to the UK. However, the matter at hand is whether the circumstances are covered under the policy terms – and unfortunately, I don't think that they are.

My view remains that the camera equipment was not in baggage being used as hand luggage. Therefore, whilst it will be disappointing for Mr D, I consider that it was reasonable for Aviva to decline the claim, in line with the policy terms.

My final decision

For the reasons set out above, my final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 25 April 2024.

Carole Clark
Ombudsman