

## **The complaint**

Mrs S complains that AWP P&C SA hasn't paid her claim for lost luggage under her travel insurance policy.

## **What happened**

Mrs S held a travel insurance policy through her bank account, provided by AWP. Mrs S travelled abroad in December 2022, to two different countries. When she arrived at the second country on 6 December 2022, Mrs S noticed one of her suitcases was missing. Mrs S says she immediately tried to speak to someone at the airport. Instead, she was given a phone number to call, but she couldn't get through to anyone. She says that she finally got in touch with the airline online.

Mrs S returned to the UK on 28 January 2023. She made a claim to the airline who said she hadn't provided the receipts for the missing contents in time. Mrs S said she couldn't provide the evidence in support of her claim until she returned home, which was the reason for the delay. She says the airline never notified her of there being a time limit. Mrs S also explained she suffered two further bereavements during this time, in addition to the one that was the reason she'd travelled abroad.

As the airline didn't pay for the lost luggage, Mrs S made a claim on her travel insurance policy. AWP has given several reasons why it hasn't paid the claim. It said Mrs S hadn't provided the following:

- A Property Irregularity Report ("PIR") from the airline.
- Evidence that she had given formal written notice of the claim to the airline within the time limit.
- Confirmation from the airline that the suitcase had been permanently lost.
- Confirmation of any refunds paid.

Mrs S said the airline wasn't responding to her, and she wasn't able to provide all the evidence AWP was asking for. Unhappy with AWP's position, Mrs S brought a complaint to our service.

Whilst the complaint was with us, AWP said that it still needed the following in the absence of a PIR:

- Written confirmation that the loss was reported to the airline within the time limit contained in the airline's conditions of carriage.
- Confirmation from the airline that the luggage had been permanently lost.
- Clarification of the reason if the airline was declining to compensate the customer as per their liability when luggage is lost by a carrier.

Our investigator thought Mrs S had already shown she'd got in touch with the airline about the claim in writing within the time limit, and that the airline had already confirmed the reason why it wasn't compensating Mrs S. So, our investigator thought the only evidence that was missing was confirmation from the airline that the luggage had been permanently lost. This was because the PIR wasn't logged at the airport, and the airline's communications didn't confirm that the luggage was permanently lost. Our investigator thought it was fair and reasonable for AWP to request this confirmation before it reconsidered the claim.

Mrs S said she'd get in touch with the airline to request confirmation that the luggage had been permanently lost. But she also wanted an ombudsman's decision on her complaint as she doesn't think the insurer has treated her fairly. AWP didn't respond to our investigator's findings. As no agreement was reached, the complaint has been passed to me to decide.

### **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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mrs S' complaint.

Having done so, I broadly agree with the overall findings our investigator reached. I'll explain why.

Mrs S' policy provides the following cover:

*"In the event of accidental loss, theft or damage during **your trip**, we will pay up to £2,500 in total for **your baggage** (including **valuables**)".*

This section includes special conditions relating to claims which says the following:

*"2. [...] If **baggage** is lost, stolen or damaged whilst in the care of an airline **you** must:*

- a. obtain a Property Irregularity Report (PIR) from the airline;*
- b. give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy); and*
- c. retain all travel tickets (physical or electronic) and tags for submission if a claim is to be made under this policy.*

Mrs S has said she tried to speak to someone at the airport as soon as she noticed her luggage was missing. Instead, she was given a phone number to call but she couldn't speak with anyone. The airline's conditions of carriage say that if bags are lost or delayed, a report should be filed before leaving the airport. I'm persuaded that Mrs S attempted to do so but was unable to due to circumstances outside of her control. And an email from the airline on 23 December 2022 confirms that Mrs S had reported a loss. The airline was also asking for receipts of missing contents in this email, which I think suggests it wasn't disputing that Mrs S had followed its conditions of carriage at this point.

The airline has also set out why it denied Mrs S' claim – it's given six reasons and said this was done for one or more of those reasons. The airline originally said this was because Mrs S hadn't provided receipts for the missing contents within 30 days. However, I don't think it's unreasonable that Mrs S didn't do so, given she didn't return home until after this time limit, and she also suffered two further bereavements during this time. Mrs S has also since completed the Passenger Property Questionnaire provided by the airline, after she was requested to do so.

Overall, I think it would be fair and reasonable to consider Mrs S has met the policy term on giving formal written notice of the claim to the airline within the time limit, and that she has done enough to show she hasn't received any compensation from the airline for the lost luggage, and why.

But considering all the circumstances, I think AWP has acted fairly and reasonably by saying it still needs confirmation from the airline that it considers the luggage to be permanently lost. All the correspondence from the airline only refers to Mrs S' claim or missing contents – there's nothing that confirms the luggage as permanently lost.

I'm sorry to disappoint Mrs S but I don't think AWP has acted unfairly or unreasonably in saying it needs this evidence before reconsidering the claim. I don't think there's anything else AWP needs to do, until Mrs S provides this evidence.

### **My final decision**

My final decision is that I don't uphold Mrs S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 2 July 2024.

Renja Anderson  
**Ombudsman**