

The complaint

Mr M complains that Aviva Insurance Limited declined his theft claim under his travel insurance policy.

What happened

Mr M has the benefit of a travel insurance policy through his employer. Aviva is the insurer. He made a claim on the policy for his stolen golf clubs and equipment to the policy limit of £2,000, although the cost of the stolen items was more. Mr M says he was away on a three day trip, the items were in the back of his friend's car fully covered from view and the car had privacy glass which couldn't be seen through. He clarified that the items were in the footwell of the car. The locked car was in a car park. Overnight a thief smashed the car's back window and stole the items, Mr M provided photos of the damage to the car.

Aviva said Mr M's claim wasn't covered as under the policy terms the items had to be kept in a locked boot or compartment, or in the case of a hatchback or estate car under a purpose built luggage cover.

Mr M complains that Aviva unfairly declined the claim. In summary he says:

- The items were kept out of sight in the locked passenger compartment of the car. When he spoke to Aviva's representatives they denied that a passenger compartment existed in a car. But when he read the policy the terms about theft of money explicitly refer to a "passenger compartment" so the policy does acknowledge the passenger space as a compartment.
- The locked boot of his friend's car was full of golf trolleys so his golf clubs and equipment couldn't go in the boot. He'd taken all reasonable precautions to protect his items and ensured they weren't visible from the outside of the car.
- He's angry and frustrated that Aviva is trying to get out of paying the claim by relying on misleading policy terms that makes it difficult for a consumer to understand the cover given by the policy.

Our Investigator said Aviva had reasonably declined the claim.

Mr M disagrees and wants an Ombudsman to review his complaint. He emphasised his points in detail and said he'd welcome the chance to discuss his complaint with the Ombudsman before s/he made a final decision. Our Investigator explained it was unlikely that the Ombudsman would need to discuss Mr M's complaint with him.

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 read and considered all the points Mr M has made and only summarised his main points above. He's set out his complaint very thoroughly and I don't need to speak to him to get any more information to enable me to make a decision.

I won't address all of Mr M's points in my findings. I'll focus on the reasons why I've made my decision and the key points which I think are relevant to the outcome of this complaint.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

The policy covers personal belongings, subject to the policy terms. One exception under the personal belongings sections says Aviva won't cover:

"Theft or attempted theft from any unattended vehicle unless kept out of sight in a locked boot or compartment, or in the case of a hatchback or estate car under a purpose built luggage cover. There must be evidence that the vehicle has been broken into".

It's not in dispute that Mr M's friend's car was broken into and Mr M's items were stolen. But Aviva says as the items were hidden in the footwell of the car they weren't kept out of sight in a locked boot or compartment, or in the case of a hatchback under a purpose built luggage cover, so the claim isn't covered. I understand that the car the items were stolen from isn't a hatchback or estate car.

Mr M says Aviva's failed to acknowledge that his items were in a locked compartment – the locked passenger compartment. He's compared the above policy term to an exception in the money section of the policy which says:

"We will not pay for theft or attempted theft of Money from any unattended Vehicle unless kept out of sight in a locked boot which is separate from the passenger compartment or locked compartment, or in the case of a hatchback or estate car, under a purpose-built luggage cover. There must be evidence that the vehicle has been broken into".

I understand Mr M's point that the reference to "passenger compartment" in the policy exception about theft of money from a car means Aviva does recognise the existence of the passenger compartment. But I don't think that means Aviva was unreasonable to decline his claim.

There's no definition of 'compartment' in the policy terms so it's reasonable for me to look at dictionary definitions to consider the everyday use of the word. In Aviva's file there's a dictionary definition of 'compartment' (which I think Mr M provided) that says 'a separate section or part of a structure or container'. The definitions of 'compartment' that I've found in other dictionaries are the same or very similar.

The policy term relevant to this claim is that personal belongings aren't covered for theft unless they are in a "locked boot or compartment". I think Aviva can reasonably consider that items left within in a footwell of a car's passenger area aren't in a locked separate section of the car.

The purpose of the exception is so that Aviva isn't exposed to the risk of personal belongings being left within the main body of the car, which are likely to be more accessible to a thief than if they were in a locked separate section/compartment (such as a lockable glove box).

I appreciate Mr M's golf clubs and equipment wouldn't fit in a glove box and I accept he took care to try to hide his items. I note his comment that if the items had been in his hatchback car its retractable parcel shelf cover means the items would have been stolen easily once a thief was inside the car. Cover by a purpose-built luggage cover is the risk Aviva has chosen to insure for a hatchback car and it's for Aviva to decide what risks it wants to insure. But Mr M's items weren't stolen from a hatchback car, if they had been the issue about what's a compartment wouldn't be relevant. As I've said, in the circumstances that Mr M's items were stolen Aviva reasonably declined the claim.

I don't think the policy terms are misleading as Mr M suggests. And even if I did think so, he wasn't disadvantaged because from all he's said he didn't first read the policy terms then decide to hide the items as he did on the basis of thinking they would be covered because of his interpretation of the policy terms.

I understand why Mr M is upset Aviva won't pay his claim but I think it acted fairly and reasonably in declining the claim.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 2 January 2025.

Nicola Sisk
Ombudsman