

The complaint

Mr S has complained that Aviva Insurance Limited declined a claim he made on a travel insurance policy.

What happened

Mr S was on a trip abroad in May 2024 when he had his bag stolen, so he made a claim on the policy for lost personal belongings and cash.

Aviva declined the claim on the basis that the circumstances were not covered under the policy terms. It was also not satisfied that the claim was entirely genuine.

Our investigator thought that Aviva had acted reasonably in declining the claim, in line with the policy terms and conditions. Mr S disagrees and so the complaint has been passed to me for a 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.

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.

Under the policy terms, it states:

*'D. Your belongings
We won't cover*

• Belongings, money or valuables deliberately left somewhere that isn't in the insured person's full view, with someone they know, or with their travel provider.'

Upon returning to the UK, Mr S rang Aviva to make a claim. During that call, his initial description of events was that he went to the toilet at the train station, leaving his bag outside the cubicle. He said he thought that someone had taken it away but didn't know what had actually happened.

Upon being informed by the adviser that the claim wouldn't be covered because the bag had been left unattended, Mr S amends his version of events, saying that the bag had been in the cubicle with him and taken whilst he was using the toilet.

To try and clarify the circumstances, Aviva undertook a telephone interview with Mr S. At this point Mr S said that the bag was with him in the cubicle. Upon standing up from the toilet, he realised that the bag had been taken.

Normally, the first version of events given by someone carries the most weight. So, I can understand why it raised concerns with Aviva when Mr S appeared to change his account of what happened. I've listened to the phone call that Mr S had with our investigator when he says that he wasn't being interviewed under caution and that they made a trap for him.

I wouldn't expect Mr S's recollection of events to be perfect. But the inconsistencies in what he has said are substantial. In the first phone call he says he didn't notice the bag was missing until after he came out of the cubicle. During the phone interview, he said that he realised the bag had gone when he was still in the toilet.

Furthermore, regardless of whether the bag was inside or outside of the cubicle, Mr S didn't notice the bag being missing until after it was gone. Had it been in his full view, as required under the policy terms, he would have noticed the theft taking place.

I've listened to the phone calls and thought about everything Mr S has said. However, on balance, I'm satisfied that it was reasonable for Aviva to conclude that there wasn't enough information to verify the claim.

Aviva also had concerns about the items being claimed for.

Mr S was staying in a European capital city. He was at the train station because he was intending to take a day trip to another location. But in spite of it being a day trip, with Mr S planning to return to his hotel that evening, the claim was for possessions including two three-piece suits, an expensive watch and cufflinks. Mr S told Aviva that he took these items with him because he was worried about the security of the hotel.

Mr S submitted a photo of a blue suit. However, the metadata for the photo showed that the picture had been taken after the theft was supposed to have taken place. During the phone interview Mr S explained that the photo was of a similar suit. However, when asked where the photo was taken, he gave a location different to that which the metadata had recorded. The policy terms also state:

'Claims fraud

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy, and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you to include recovery of any sums paid to you in respect of the fraudulent claim.'

Mr S has asked why, if Aviva thinks he has committed fraud, it hasn't cancelled his policy. The above policy terms only say that it *may* cancel the policy, not that it will definitely do so. Whilst Aviva had suspicions about the claim being genuine, ultimately it hasn't relied on this issue to decline the claim. Its primary reason for declining the claim was its assessment that, more likely than not, Mr S had left his bag unattended.

Having looked at the available evidence, I find that this was a reasonable outcome for Aviva to reach. So, I'm unable to conclude that it has done anything wrong. Overall, I'm satisfied it was fair to decline the claim, in line with the policy terms and conditions.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 February 2025.

Carole Clark
Ombudsman