

The complaint

Mr N complains that Zurich Insurance Company Ltd declined his travel insurance claim. My references to Zurich include its agents.

What happened

Mr N had single trip travel insurance, insured by Zurich. While Mr N was on his trip he forgot to pick up his shoulder bag when he got off a bus. His drones were in the bag and he made a claim for those lost items on the policy.

Zurich declined the claim. It said the circumstances of the claim weren't covered by the policy terms as Mr N hadn't taken reasonable care of his belongings.

Mr N complained to us that Zurich's decision was unfair. He said he forgot to pick up his bag due to being stressed and tired. The policy didn't define what Zurich meant by taking 'reasonable care'. He wants Zurich to pay his claim, give him compensation and update its policy to give a clear definition.

Our Investigator considered that Zurich had reasonably declined the claim. Mr N disagrees and wants an Ombudsman's decision.

Before I made my decision I asked Mr N to provide some more details about his claim. I've listened to his call with our Investigator and seen the documents he's provided. I'll refer to the relevant information 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.

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

I need to decide whether Zurich reasonably declined the claim.

The relevant policy terms say that Mr N's personal possessions are covered if they are lost but that:

"1. You must take reasonable care to keep your personal possessions safe. If your personal possessions are lost or stolen, you must take all reasonable steps to get them back".

The 'General conditions' in the policy say:

"1. You must take all reasonable care to protect yourself and your property, and to avoid... loss... as if you were not insured".

The policy 'General exclusions' say Zurich won't pay for claims which are in any way related to:

"2. You not taking all reasonable care to protect yourself and your property, and to avoid...loss...as if you were not insured".

So the policy is clear that a claim for lost personal items is only covered if Mr N had taken reasonable care to keep them safe and he must have taken all reasonable steps to get them back.

The policy doesn't define what Zurich means by reasonable care, but just the lack of definition doesn't mean Zurich can't decline the claim. It's not my role to tell Zurich to update its policy terms to give a 'clear definition', as Mr N requests. The requirement for a consumer to take reasonable care of their belongings is a usual policy term in travel insurance policies. Where there's no policy definition we generally say the relevant test when deciding if a consumer took reasonable care is whether I think they recognised there was a risk of their belongings being lost but either took no measures at all to lower that risk or took measures which they knew were inadequate to avoid the risk.

Mr N explained to our Investigator that he forgot to pick up his shoulder bag containing his drones because that day he'd had some very bad news about his mother's health. I understand why he was thinking about little else that day and I'm sorry to hear that soon after his mother passed away.

I accept that Mr N didn't intentionally forget his bag on the bus and I can see from the email from the bus company that he reported his lost belongings to try to get them back. But I can't fairly conclude that he took reasonable care of his belongings. Mr N's drones were of considerable value, they cost about £2,850 in total. I think he recognised there was a risk of them being lost as he said he put the bag containing the drones on a shelf next to him in a busy bus. Mr N said he thought he had the bag on his shoulder when he left the bus, but he'd forgotten to pick it up. I think that as he hadn't checked he had his shoulder bag containing the valuable drones as he got off the bus he hadn't taken steps to lower the risk of the bag being forgotten. Zurich reasonably said he hadn't taken reasonable care of his belongings.

Although I'm sympathetic about why Mr N forgot to pick up his bag containing his drones, as I think Zurich fairly considered he hadn't taken reasonable care of those items I'm satisfied it reasonably declined the claim. There's no basis for me to say that Zurich has to pay his claim or any compensation.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 12 June 2025.

Nicola Sisk
Ombudsman