

The complaint

Mr H complains about Astrenska Insurance Limited's settlement of his travel insurance claim. My references to Astrenska include its claims handling agent.

What happened

Mr H had travel insurance at 'Standard' level with the optional winter sports cover. The insurer is Astrenska. Mr H arrived at his destination abroad for a ski trip but his suitcase didn't arrive. He spent £593 on replacement ski clothes for the trip. A few days after he arrived back in the UK his suitcase was found and returned to him. He claimed on the policy for the cost of the replacement clothing.

Astrenska partly settled the claim. It assessed the claim under the delayed baggage policy terms and paid Mr H £150.

Mr H complained to us that Astrenska's decision was unfair. He said during his entire time abroad, for which the travel policy was in force, his suitcase was lost. So Astrenska should pay his claim in full under the policy terms for lost (not delayed) baggage.

Our Investigator said Astrenska had fairly settled the claim under the delayed baggage policy section. He noted that even if the claim had been considered under the lost baggage section, Mr H hadn't provided evidence that he'd reported the loss to the necessary organisations set out in the policy terms.

Mr H disagrees and wants an Ombudsman's decision. In summary he said:

- His suitcase was lost during the critical period he was skiing and he had to purchase the bare minimum of equipment and ski wear to ensure he could ski safely.
- Astrenska was relying on the 'small print' to get out of paying his claim. He disagrees with Astrenska's presumption of what 'loss' meant. The dictionary definition said that loss was defined as 'whereabouts of item unknown'. During his trip, which is when cover is for, his suitcase was lost.
- He hadn't reported 'the loss' of his suitcase to the organisations our Investigator referred to for good reasons. He had the appropriate form from the airport to show he didn't have his suitcase.

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 (or settle) claims unreasonably.

The policy says:

'Delayed baggage

What is covered

If your baggage is temporarily lost on the outward journey and you are without it for more than 12 hours, we will pay you up to the amount shown in your policy Schedule for the replacement of essential items'.

And:

'Lost, stolen or damaged baggage

What is covered

We will cover you up to the amount shown in your policy Schedule for loss, theft or accidental damage to your personal belongings, baggage...during your trip'.

The policy doesn't define loss/lost but from my research of the dictionary definitions it generally means 'something can't be found'. Mr H's suitcase was '*temporarily lost*', whether I use the dictionary definition of loss/lost that I've found or Mr H has suggested. The whereabouts of his suitcase were temporarily unknown as his case was returned to him when he got back to the UK.

Mr H was without his suitcase for more than 12 hours, actually all the time he was away. His claim was for the essential replacement items he needed to ski, which was the purpose of his trip. I'm satisfied that Astrenska reasonably considered that the circumstances of Mr H's claim should be assessed under the delayed baggage policy wording.

The policy schedule shows the 'Standard' policy limit for delayed baggage is £150 per person. So even though Mr H spent more on the replacement items Astrenska correctly settled Mr H's claim under the policy terms by paying him £150.

I also need to consider what's a fair and reasonable outcome in all the circumstances. I understand why Mr H has suggested that his claim should be covered under the lost baggage policy term – he was without his suitcase during his trip abroad. But I'm not persuaded by his arguments as the policy is clear that claims for '*temporarily lost*' baggage, such as Mr H's suitcase, should be assessed under the delayed baggage section. Also Mr H's claim was for the cost of replacement items which would have to be assessed under the delayed baggage section with the £150 policy limit. He wouldn't have been able to claim for the loss of the items in his temporarily lost suitcase as he had those items returned to him in the UK, he had no loss of his original items.

Mr H has referred to Astrenska relying on 'small print' to decline his claim. But Astrenska has used the policy terms which are set out in the insurance contract between it and Mr H. Those policy terms and limits are clearly set out and not unusual. Astrenska fairly relied on those policy terms to assess the claim.

As I don't think Mr H's claim is covered by the lost baggage section I don't need to consider whether he has the necessary evidence to make a successful claim under that policy section.

In all the circumstances I'm satisfied Astrenska fairly and reasonably settled 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 H to accept or reject my decision before 18 August 2025.

Nicola Sisk
Ombudsman