

## **The complaint**

Mr F complains AXA Insurance UK Plc unfairly declined an accidental loss claim under a photography insurance policy.

## **What happened**

The details of this complaint are well-known to the parties, so I won't repeat them again. Instead, I'll focus on the reasons for my 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.

Mr F held photography insurance with AXA. This covered his equipment for accidental damage, and accidental loss, amongst other things. Mr F claimed on the policy for accidental loss for a camera and lenses he'd packed away in a bag following photographing a wedding.

Mr F complains AXA unfairly declined the claim. He says, in brief, the policy exclusion AXA relied on is ambiguous, his equipment wasn't lost due to carelessness, and his actions while putting his equipment away, and after discovering the loss when arriving home, were reasonable (he contacted the venue, the wedding planner, and the police). Mr F further says the exclusion isn't fit for purpose given the very nature of his job means his equipment will be unattended at times. Mr F says AXA should settle the claim.

AXA declined the claim referring to the policy terms. It says, in brief, while the policy responds to accidental loss, any loss where an insured item has been left unattended isn't covered, which is what happened here when Mr F left the bag containing the insured items at the venue. Despite Mr F's appeals, AXA maintained its claim stance.

I am satisfied AXA's claim decision was a fair and reasonable one. I say this for the following key reasons.

Mr F said he finished work and went to photograph a wedding for roughly 200 guests. After the wedding, he packed his equipment away, such as cameras, lights and ladders, amongst other things, and took trips to his car on the roadside outside the venue to take them home. Mr F then left the venue thinking he had all his equipment with him. But when he unloaded the equipment, he realised a bag containing insured items to the value of roughly £14,000 was missing. Mr F suspected he overlooked his bag in the supervised venue hall where it was being kept, it was late when he left, and the venue was chaotic.

Based on the circumstances Mr F described to AXA, I find it was reasonable for it to consider the claim under the accidental loss section of the policy. But the accidental loss section sets out a list of exclusions. The relevant exclusion in this case is the policy doesn't respond to claims where insured items are left unattended. The policy defines unattended as:

*“when **You**, a **Family member**, an **Employee** or a director or partner of the **Business** are not in a position to keep the item(s) insured by **Your Policy** under observation and able to prevent any unauthorised interference with or access to such item(s).”*

While I note Mr F argues this definition is ambiguous, I am satisfied it's clear, fair and not unreasonable. It means AXA won't pay any claims for accidental loss where a policyholder (or others as described) is not in a position to keep items under observation or prevent any unauthorised interference. The bag containing insured items was left at the venue while Mr F left to travel home. So, it follows I find AXA acted fairly when concluding the insured items Mr F is claiming for were left unattended, as defined by the policy, which is material to the loss.

Mr F says he was exhausted when packing up, this was a genuine mistake, the venue the items were left in was a controlled venue, and he's provided a video showing it isn't always possible to keep all insured items with him while working. But as mentioned above, the loss which gave rise to this claim occurred as the result of the bag containing the insured items being left unattended between Mr F packing up and travelling home from the venue. And despite Mr F's best efforts to retrieve the items after noticing the loss by contacting the venue and wedding planner, this was unsuccessful, which suggests it's more likely than not unauthorised interference occurred while the insured items were left unattended.

In conclusion, while I genuinely do empathise with Mr F's circumstances because I've read the impact he's told us this claim has had on him, I don't uphold the complaint because I am satisfied AXA's claim decision under the policy was a fair and reasonable one, and not contrary to the evidence. It follows my decision ends what we – in attempting to informally resolve his dispute with AXA – can do for him in this specific complaint.

I'm aware Mr F has said the policy wasn't suitable for his needs. I've not considered the sale of this policy as part of my decision. Should Mr F be dissatisfied with the sale of the policy, he will need to complain to the seller of the policy in the first instance for it to respond to.

### **My final decision**

For the reasons I've given above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 31 December 2025.

Liam Hickey  
**Ombudsman**