

The complaint

Mr G complains that AmTrust Specialty Limited declined his travel insurance claim. My references to AmTrust include its agents.

What happened

Mr G took out gadget cover as part of his travel insurance policy. The gadget cover was insured by AmTrust.

During his trip abroad Mr G was travelling on a coach when his camera and headphones were stolen. Mr G said the items were in a bag which was on a seat next to him. It was an overnight coach and he fell asleep. He discovered his camera and headphones had been stolen when he got to the hotel. He claimed on the policy.

AmTrust declined the claim. It said under the policy terms the items were “unattended” so the claim wasn’t covered.

Mr G complained to us that AmTrust was unfair to suggest him being asleep for a few hours on an overnight coach was ‘negligent’. He wants AmTrust to accept the claim.

Our Investigator thought AmTrust had been unfair to decline the claim. She recommended it reconsider Mr G’s claim and pay him £100 compensation for his trouble and upset the claim decline caused.

AmTrust disagreed and wanted an Ombudsman’s decision. It referred to the general definition of unattended in the travel policy. It said it didn’t expect policyholders to stay awake constantly but Mr G having the bag on his lap, having his arm looped through the handle/strap or clipped to clothing while he was asleep would have given him better opportunity to prevent the theft.

What I provisionally decided – and why

I made a provisional decision explaining why I was intending to not uphold the complaint. I said:

‘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 think AmTrust reasonably declined the claim. I’ll explain why.

The policy provides cover for gadgets against theft when Mr G’s on a trip, subject to the policy terms. Digital and video cameras and head earphones are included within the policy definition of a gadget. AmTrust hasn’t declined the claim because it believes Mr G had been ‘negligent’ by falling asleep, as he suggests. AmTrust declined the claim because it relied on a policy exclusion which says his items mustn’t be left unattended.

The travel policy defines “unattended” as:

“When you are not in full view of and not in a position to prevent unauthorised interference with your property or vehicle”.

The gadget section within the policy defines “unattended” as:

“The gadget has not been locked away or secured and is not within your sight or arms length reach”.

The policy excludes a theft claim where the gadget is left unattended. That’s a common exclusion for travel and gadget policies. AmTrust can reasonably rely on such an exclusion if I decide that Mr G’s stolen items were unattended.

The items weren’t locked away, and I expect there was no facility to do so on the coach. There’s no evidence the items were secured. Mr G didn’t see his items stolen. From the information he gave to AmTrust he believes they were stolen while he was asleep. As he was asleep when the theft occurred he didn’t have sight of the bag containing the items and he wasn’t in a position to prevent anyone from interfering with his bag.

Mr G said he had the bag on the seat next to him. So I think it’s likely that physically the bag was within his arm’s length reach. The purpose of the requirement to have items at arm’s length reach is to maximise the policyholder’s opportunity to prevent anyone from interfering with their item. But, as Mr G was asleep at the time of the theft, he wasn’t in a position to prevent anyone from interfering with his bag to steal the items even though the bag was next to him. I think AmTrust correctly said that under the policy terms the stolen items were unattended at the time of the theft.

I also have to consider what’s fair and reasonable in all the circumstances of this complaint. Mr G told AmTrust there was a lot of ongoing antisocial behaviour on the coach and around the bus stations where people boarded the coach. He suspects that one of those people stole his items. So this isn’t a situation where Mr G was on a coach on his own where it’s more likely that anyone interfering with his bag would have woken him and given him the opportunity to prevent the theft. AmTrust has reasonably said it didn’t expect Mr G to have stayed awake all night but suggests he could have taken some action, detailed above, to put off people stealing items from his bag while he was asleep. I think in the coach environment Mr G described to AmTrust that would have been reasonable and I’ve no evidence that he took such action. In all the circumstances I don’t think I can fairly say AmTrust was unreasonable to decline the claim.

Mr G has explained how important the stolen items are for him and I understand he was in a difficult situation. I know he’ll be disappointed with my provisional decision. But as I think AmTrust treated him fairly it doesn’t need to reconsider the claim and it doesn’t need to pay him any compensation’.

Responses to my provisional decision

AmTrust said it had no further comments. Mr G said he was ‘deeply disappointed’ as my provisional decision was ‘non sensical and cruel’ and he queried whether I ‘supported’ the business or the consumer. He asked whether he could appeal my decision.

Our Investigator, on my behalf, told Mr G that once I make my final decision this Service’s involvement has come to an end. If he is unhappy with the decision he can’t appeal my decision to another ombudsman. He also can’t go to court to appeal my decision just because he disagrees with it. I asked whether he had any more comments to make before I made a final decision. Mr G sent us no further response and the date he was given to provide his response has passed.

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'm sorry Mr G has been so upset by my provisional decision. My role is to make impartial decisions and I don't act for either the business or the consumer when I consider and make my decision.

I've set out above why I considered that in the circumstances of this complaint AmTrust had reasonably declined the claim. Mr G's response to my provisional decision hasn't changed my mind.

For the reasons I've given in my provisional findings and these findings I'm satisfied that AmTrust reasonably declined the claim. It doesn't need to pay or reconsider the claim and it doesn't need to pay Mr G 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 G to accept or reject my decision before 23 December 2025.

Nicola Sisk
Ombudsman