

The complaint

Mr and Mrs M are unhappy that Aviva Insurance Limited didn't accept a claim made under a travel insurance policy ('the policy'). They're also unhappy about the way the claim was handled.

What happened

Mr and Mrs M say when arriving back to a UK airport, they collected their luggage from the carousel. At that point, they recall having all their hand luggage with them. They then collected their large luggage. Upon arriving home, they realised that two backpacks were missing.

They say they then tried to retrieve the backpacks, via the airport's lost property webpage and physically going to the airport to look for the backpacks. The backpacks weren't found and, believing that they must've been stolen, a few weeks later they reported the incident to the police and made a claim on the policy.

Aviva requested information from Mr and Mrs M in support of the claim, most of which they provided.

Mr and Mrs M hadn't obtained a loss report from the airline or airport, which show the details of the incident. Without this, Aviva said it wouldn't be able to accept the claim. It also said that the claim would be subject to the financial limits of the policy.

Unhappy, Mr and Mrs M complained to Aviva. Aviva didn't uphold their complaint, so they referred a complaint to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't think Aviva had acted unfairly. Mr and Mrs M disagreed and raised further points in reply. These didn't change our investigator's opinion. So, this complaint was passed to me to consider everything afresh to decide.

I issued my provisional decision explaining why I was intending to partially uphold this complaint to a limited extent. I said:

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In considering what's fair and reasonable in all the circumstances of the case, I've taken into account all relevant law and regulations, regulator's rules, guidance and standards, codes of practice and good industry practice at the relevant time. That includes Aviva's regulatory obligation to handle insurance claims promptly and fairly. And to not unreasonably decline a claim.

When deciding this complaint, I've considered all the points made by the parties (along with all the other evidence). I won't respond to each of these. I hope they understand that no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to

fulfil my statutory remit.

The decision to not accept the claim

Subject to the remaining terms and condition, the policy does provide cover:

If any insured person's belongings, valuables...are lost, stolen...during a trip

The terms also say what's needed to support a claim for 'your belongings'. That includes:

- A property irregularity report from the airline/carrier and your baggage tag receipts
- A written report from the police or other relevant authority

In its final response dated July 2025, Aviva says:

As you reported online and visited the airport, we would expect a loss report to be obtained at the time...

...This has been requested to support your claim as the report made to the police was made some time after the incident happened.

I don't think this is an unreasonable request in support of the claim in the circumstances of this complaint. The policy terms say that the incident should be reported to the police as soon as reasonably possible. But the police report is dated a few weeks after the date of the incident and although reflects that Mr M had reported a crime and provides a crime reference number, it doesn't particularise what happened.

Mr M said that the incident had been reported to the airport within a few hours. I'm satisfied that Aviva has fairly and reasonably concluded that a report from the airport's lost baggage department would be a report from a relevant authority. And that in the circumstances of this case, is relevant evidence in support of the claim.

I don't think it's unreasonable for Aviva to request this and conclude that without this, the claim wouldn't be accepted.

The handling of the claim

From the internal contacts provided by Aviva, I'm satisfied that its representatives were wrongly under the impression that Mr M had reported the loss to the airline and that's why it repeatedly asked for a report from the airline/carrier. I think this caused unnecessary confusion for Mr and Mrs M.

I can understand why Mr M said this wouldn't be relevant as they say the theft / loss of the two backpacks had occurred after collecting their checked in baggage at the carousel. In the circumstances of this complaint, I don't think it's reasonable to have expected Mr and Mrs M to have reported the loss or theft to the airline. For example, the backpacks weren't left on the plane or lost by the airline. They were on their person until after they collected their check-in luggage from the carousel. I think Aviva's insistence for a report from the airline (as opposed to the airport) unnecessarily confused and delayed matters. And put Mr M to the unnecessary trouble of having to communicate further about this issue.

I can see that Aviva made clearer in the final response that it wanted a report from the airport (as opposed the airline). However, up until that point, I'm satisfied that Aviva caused unnecessary confusion, upset and inconvenience to Mr M and Mrs M. I think it would be fair

and reasonable for it to pay £100 compensation to them.

Other issues

Mr and Mrs M are also unhappy that Aviva has concluded that any claim would be subject to the financial limits of the policy. I haven't considered this aspect of the complaint because at this stage a claim hasn't been accepted.

If Mr and Mrs M provide the information in support of the claim that Aviva has requested to enable it to finalise its assessment, the claim is re-assessed and thereafter accepted but Mr and Mrs M are unhappy about the settlement amount, they would be free to raise a further complaint with Aviva at that stage.

Further, if Mr and Mrs M remain unhappy about the sale of the policy, they're free to raise concerns with the seller of the policy in the first instance.

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I invited both parties to provide further information for me to consider in response to my provisional decision.

Aviva accepted my provisional findings. Mr and Mrs M replied. The focus of what they said related to financial limits contained in the terms and conditions of the policy relating to their belongings and valuables and not being made aware of them before agreeing to the policy.

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.

That includes the points raised by Mr and Mrs M. However, as I explained in my provisional decision, as of the date of the final response, the claim hadn't been accepted by Aviva because it hadn't been substantiated. It was still awaiting documents from Mr and Mrs M. I think the position taken by Aviva in relation to not accepting the claim is fair and reasonable.

As a claim wasn't payable as at the date of the final response, I haven't gone on to consider whether it would be fair and reasonable to apply the financial limits of the policy to any successful claim.

Should Mr and Mrs M provide the information in support of the claim that Aviva has requested to enable it to finalise its assessment – and the claim is re-assessed and thereafter accepted by Aviva but Mr and Mrs M are unhappy about the settlement amount – Mr and Mrs M would be free to raise a further complaint with Aviva at that stage.

Mr and Mrs M are also concerned they weren't given information about the key terms of the policy before entering into an agreement. Mr and Mrs M are free to raise any concerns about the sale of the policy to the seller in the first instance.

Because I haven't been given any new information to consider about the documentation Aviva required to establish that a claim for lost / stolen belongings under the policy, I find no compelling reason to depart from my provisional findings.

For this reason, and for reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I partially uphold this complaint.

Putting things right

I direct Aviva to pay Mr and Mrs M compensation in the sum of £100 for distress and inconvenience.

My final decision

I partially uphold this complaint to the extent set out above and direct Aviva Insurance Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 26 March 2026.

David Curtis-Johnson
Ombudsman