

complaint

Mr H complains that U K Insurance Limited should pay the balance of his claim on a travel insurance policy.

background

Mr H pays a monthly fee to his bank. This gives him certain benefits including travel insurance underwritten by UKI.

Mr H reported the theft of his wallet while abroad. The insurer paid part of his claim. Mr H complained that the insurer didn't pay his claim for a spare pair of contact lenses that had been in the wallet.

Our adjudicator didn't recommend that the complaint should be upheld. He thought that UKI had assessed Mr H's claim fairly, in line with policy terms and conditions.

Mr H disagreed with the adjudicator's opinion and asks for an ombudsman to review the complaint. He says, in summary, that his spare contact lenses should rightly be covered by his travel insurance policy.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In deciding what's fair and reasonable I've taken into account all relevant considerations including the law, regulations, rules, good practice and policy terms.

Where I refer to UKI or the insurer I include its claims-handlers and any others for whose actions I hold UKI responsible.

The policy covered (among other things) "*Baggage*" and "*Personal Money*".

The insurer settled Mr H's claim for lost money. It also settled his claim for the wallet.

The policy defined "*Baggage*" as "*personal possessions*" or "*valuable items*". The policy defined "*valuable items*" in a list that didn't include contact lenses. So - whatever they cost - contact lenses aren't "*valuable items*" for the purposes of the policy.

The definition of "*personal possessions*" excluded "*valuable items*" and "*personal money*" but included "*personal effects*". There was no policy definition of "*personal effects*". So I will apply its usual meaning - which I think would include contact lenses.

But the policy contained the following exclusion:

"We will not cover...

any claim for:

- property more specifically insured by another policy;*
- pedal cycles, motor vehicles, caravans, trailers or water craft;*
- musical instruments, antiques, pictures or furs;*
- cracking, scratching or breaking of glass (other than lenses in cameras, binoculars,*

- telescopes or spectacles), china or similar fragile items;*
- perishable goods;*
- contact lenses, dental or medical fittings or hearing aids;*
- personal money, bonds, negotiable instruments, securities or documents (cover is available for some of these items under section J Personal Money);*
- winter sports equipment (cover is available under section L Winter Sports Cover);*
- business equipment (cover is available under section M Business Cover if you have added the Business extension and this has been confirmed by us in writing);*
- golf equipment (cover is available under section N Golf Cover if you have added the Golf extension and this has been confirmed by us in writing);*
- sports equipment and accessories while in use; or*
- the cost of replacing any other pieces that form part of a set”.*

I've included that list in full because of Mr H's submission that the first bullet point is a general exclusion of "*property more specifically insured by another policy*" and that the subsequent bullet points are examples of property that is - or might be - more specifically insured by another policy.

But I don't think that's the structure of the list. Rather I think that the first bullet point and each subsequent bullet point is an independent exclusion.

So the policy excludes claims for "*contact lenses, dental or medical fittings or hearing aids*". That's a short list of personal effects usually worn on the person.

But contact lenses, dental fittings and hearing aids are not always worn on the person. So I find it clear that the policy didn't cover contact lenses at all. They were excluded whether they were being worn or carried or left somewhere.

So I don't think that Mr H had a reasonable expectation that any of his contact lenses would be covered.

I don't think this is a case where it would be fair and reasonable for me to depart from the terms of the policy. Therefore I don't find it fair and reasonable to order UKI to pay the balance of Mr H's claim.

UKI has apologised for some shortcomings in the way it communicated with Mr H. I think its apology is enough for those shortcomings.

I don't find it fair and reasonable to order UKI to do anything further in response to Mr H's complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against U K Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 7 April 2018.

Christopher Gilbert
ombudsman