

complaint

Mr M complains that U K Insurance Limited has refused to pay a claim he's made on a travel insurance policy.

background

Mr M was travelling abroad alone on a train. He put his jacket containing his passport, wallet and money on the seat opposite. He stepped off the train onto the platform to check he was on the right train and his jacket's contents were stolen. He made a claim under his UKI travel insurance policy.

But UKI refused to pay it. It says it's done so in line with the policy terms and conditions. The policy says it won't cover belongings which are stolen while unattended. To be covered they need to be "in full view". Mr M had stepped off the train and his belongings were unattended when stolen. So, the theft isn't covered by the policy.

Our adjudicator felt this complaint shouldn't be upheld. She said that as Mr M was on the platform not in the train his belongings weren't in his full view and he wasn't in a position to prevent them being taken. They were unattended and as such the theft isn't covered by the policy. UKI has acted correctly in line with the policy.

Mr M doesn't agree and has asked for an ombudsman review. He says he could see his baggage through the train window. He thinks the policy wording means a claim can never be made. The policy is misleading. UKI is acting unreasonably. He accepts he contributed to the loss but not completely as he momentarily looked away. Otherwise he'd taken reasonable precautions. He was only a meter away. He didn't walk away and leave his belongings unattended. At the very least he'd expect a contribution to his losses.

my findings

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

I agree with the adjudicator and her reasons.

Mr M has provided a sketch to show he was only a meter away from his belongings. But the simple fact remains he was on the platform and they were inside the train carriage. He may've been able to see them through a window but he accepts he looked away momentarily when checking a sign. He also wasn't in a position to stop them being taken. I think Mr M's belongings were unattended. And UKI has acted fairly by applying the policy terms and refusing to deal with Mr M's claim.

I also don't think the policy is misleading as Mr M suggests.

So, I don't think I can reasonably require UKI to meet or contribute to Mr M's losses as he would like. And I don't see any reason to change the proposed outcome in this case.

my final decision

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 February 2016.

Stephen Cooper
ombudsman