

## **The complaint**

Mr H is unhappy that Astrenska Limited (Astrenska) declined his travel insurance claim.

Any reference to Astrenska includes all its agents.

## **What happened**

Mr H took out an annual multi trip travel insurance policy in June 2022. The underwriter on the policy is Astrenska.

His trip started on 15 June 2022 and ended on 29 July 2022. During the trip, Mr H said his backpack was lost/stolen and so he submitted a claim to Astrenska.

Astrenska declined Mr H's claim. It said from the information provided by Mr H, the backpack was left unattended and therefore there is no cover under his policy.

Mr H disagreed and brought his complaint to this service. Our investigator looked into and didn't uphold the complaint. He said Astrenska declined the claim in line with Mr H's policy terms and conditions and did this fairly.

Unhappy with the investigator's findings, Mr H asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

## **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.

The insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS').

ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly and shouldn't unreasonably reject a claim.

I've started by looking at the terms and conditions of Mr H's travel policy as this forms the basis of his contract with Astrenska.

Page 20 and 21 of Mr H's policy document states:

### ***'BAGGAGE***

#### ***Special conditions***

- 1. You must take care to keep your personal belongings and baggage safe.***

#### ***What is not covered***

*1. Loss or theft of personal belongings or baggage which you have left unattended.'*

'Unattended is defined in the policy document as:

*'Unattended*

*Where you are not in full view of or in a position to prevent unauthorised taking of your property unless it is in a locked room, safe, in a locked boot of a locked vehicle or in the luggage space at the back of a locked vehicle under a top cover and out of view.'*

Mr H said at first that he left his backpack behind after stopping for a drink and didn't realise it was missing until he was around 1km away.

He then said he put his backpack down when he stopped to take photos and it would have been always within his sight. He only realised it was missing after he rode off on his bike.

Mr H also explained that he didn't know whether it was lost or stolen as when he went back, it wasn't there and it was likely that it was taken while he was looking away.

I've carefully considered what Mr H has said happened and the policy terms and conditions. I appreciate that Mr H says he no longer has his backpack. But it's not entirely clear what exactly happened as Mr H's version of events isn't consistent. In any case though, the policy term states that loss or theft of personal belongings or baggage which you have left unattended isn't covered. So, whichever version of events I consider, it seems the backpack was left unattended. He rode off on his bike and when he returned it wasn't there. My understanding is that it wasn't left in a safe place locked. Mr H wasn't always in full view or in a position to prevent unauthorised taking of his backpack.

Mr H says that his entire policy amounts to fraud, and it has excluded him from covering his claim due to the fine print. I acknowledge Mr H's comments. But we have to look at the evidence provided by both parties. The onus is also on the consumer to provide evidence to support their claim. I'm not persuaded that, in the circumstances of this complaint, the evidence Mr H has provided is sufficient for me to say that Astrenska has declined the claim unfairly.

Overall, based on the evidence available, I can't fairly conclude that Astrenska should pay the claim. I'm satisfied that Astrenska has declined the claim in line with Mr H's policy terms and conditions and has done so fairly and reasonably. It follows that I don't require Astrenska to do anything further.

**My final decision**

For the reasons given above, I don't uphold Mr H's complaint against Astrenska Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 11 October 2023.

Nimisha Radia  
**Ombudsman**