

## **The complaint**

Mr and Mrs M have complained that Astrenska Insurance Limited have declined a claim they made on their annual travel insurance policy.

As it is Mr M leading on the complaint, I will mostly just be referring to him in this decision.

## **What happened**

In August 2023 Mr M was mugged whilst on holiday in Europe. He therefore made a claim for the stolen items, which was a neck chain and pendant, as well as some foreign currency.

Astrenska said it was unable to proceed with the claim as not enough evidence had been provided to verify the value of the losses.

In responding to the complaint, Astrenska apologised that Mr M had on occasion been asked for information already provided. However, it maintained its position about the claim. It says it will re-look at the claim if Mr M is able to provide additional information.

Our investigator thought that it was fair and reasonable for Astrenska to require more evidence to validate the claim. Mr M disagrees with the investigator's opinion and so the complaint has been passed to me for a decision.

## **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've carefully considered the obligations placed on Astrenska by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Astrenska to handle claims promptly and fairly, and to not unreasonably decline a claim.

To be clear, Astrenska hasn't declined the claim outright. Its position is that it will continue to assess it upon more evidence being provided.

There's no doubt that Mr M was the victim of a mugging. He's provided a police report as evidence and Astrenska aren't disputing that. Claims for personal property lost in such circumstances are covered under the policy. However, the sticking point is whether the information provided by Mr M is sufficient as proof of ownership and value of the items claimed for.

Looking at the policy terms, it states under section 4 for 'Claim Evidence':

*'Before a claim can be paid, you may be asked to provide supporting documentation to validate cover and the circumstances of the loss. The table on the next page sets out what documentation you may be asked to provide. Depending on the details of each claim we may ask for additional supporting documentation to that listed on the next page*

*Documents we require under personal baggage:*

- \* Police report or written report from travel provider detailing your reported loss.*
- \* Police report for any lost/stolen item(s)*
- \* Property irregularity report from an airline.*
- \* Written confirmation from the airline or travel company stating the length of delay.*
- \* Proof of ownership and value of items claimed for such as receipts.*
- \* Claims for loss or theft of mobile phones we will ask for proof the service provider has been contacted and asked to discontinue the service.*
- \* Evidence of withdrawal of bank notes or currency'*

Mr M has provided a description of the chain and pendant. But he hasn't been able to provide a receipt as it was a wedding gift from his wife in October 1974. He has found one photo of himself wearing the chain but unfortunately the pendant is not visible.

With regard to the foreign currency, Mr M says he had cash that he exchanged at a bureau de change. However, he doesn't have a receipt or any documentation for that either.

Astrenska says it is still awaiting the following information:

- Flight booking invoices for the trip – as the one provided does not show any names
- Estimated value of the jewellery when it was received and an image of the chain with the pendant
- Proof of currency exchange/withdrawal for the foreign currency amount

I don't think Astrenska needs to put too much focus on the travel invoices. As Mr M has said, he's provided a police report showing that he was mugged in the European city he was visiting in August 2023. And the outbound and return journeys shown on the airline information that has been provided, correspond with the date on the police report. So, based on the available evidence, there doesn't seem to be much doubt that Mr M was on the trip he's described.

As the chain and pendant were purchased almost 50 years ago, it's completely understandable that Mr M hasn't got the receipt. I would expect Astrenska to take a pragmatic approach in such circumstances. It has said that it would probably accept an image of the chain with the pendant. I consider this to be a reasonable position to take. As he has had the jewellery for such a long time, it's reasonable to expect that some other evidence of ownership might be available, such as other photos taken over the years.

Where a claim involves a number of items, if sufficient evidence of ownership is provided for most of those items, I might expect an insurer to consider the claim in the round and accept the overall claim.

However, the problem here is that Mr M says he hasn't got any evidence in support of his claim for the lost currency either. In contrast to the jewellery, the purchase of the foreign currency would have been a much more recent transaction. So it would be reasonable to think some evidence would be available to support this part of the claim – either paperwork from the bureau de change or a bank statement showing the cash being taken out.

I have a great deal of sympathy for Mr M's situation. Obviously getting mugged must have been a terrible experience. And so it's unfortunate that, following on from that event, making the claim hasn't been a straightforward matter. However, it is reasonable that Astrenska should require some supporting information and the policy terms entitles it to request it.

I've thought very carefully about what Mr M has said. But, on balance, I'm satisfied that Astrenska doesn't yet have enough information to be able to settle the claim.

Although I appreciate that Mr M says he has done everything possible, he should take steps now to try and provide some further information to give to Astrenska so that it can continue to review the claim.

I should reiterate though that the single item limit on the policy is £400 and that there is a policy excess of £75. So even if his claim is ultimately successful, Mr M will not get the full value of the jewellery that he is claiming for.

### **My final decision**

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 23 May 2024.

Carole Clark

**Ombudsman**