

The complaint

Ms Y's complaint is about a claim she made on her Chaucer Insurance Company Designated Activity Company ('Chaucer') travel insurance policy, which Chaucer declined.

Ms Y says Chaucer treated her unfairly.

What happened

Ms Y took out an annual travel insurance policy which covered her whilst she was on a trip to Ukraine. Ms Y says that whilst there, loss and damage was caused to her personal items when she got caught up in a demonstration at a railway station.

Chaucer took many months to consider her claim- but didn't provide her with an outcome. As such Ms Y made a complaint to the Financial Ombudsman Service about this. An investigator determined that Chaucer had unreasonably delayed dealing with the claim and directed them to do so within 4 weeks. The investigator also awarded Ms Y £200 in compensation for the trouble and upset caused to her by the delay and Chaucer's failure to provide her with updates.

The subject of this present complaint is the declinature of the claim by Chaucer following the investigator's previous assessment of Ms Y's earlier complaint. Chaucer declined the claim on the basis that they thought Ms Y had exaggerated it. They say this is because she gave an inconsistent account of the laptop she was claiming for, along with other expensive items which they couldn't validate as having been lost or damaged during the incident Ms Y described.

Our investigator considered Ms Y's complaint and said that it shouldn't be upheld. She agreed with Chaucer that Mr Y's account of what had happened to her laptop was inconsistent and that the claim for items was likely to have been exaggerated. Ms Y doesn't agree so the matter has been passed to me to determine.

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 starting point is the policy terms. They say:

"If any claim made under this Policy is in any respect fraudulent or if any fraudulent means are used to obtain benefit by You or anyone acting on Your behalf, including inflation or exaggeration of the claim or submission of forged or falsified documents, You will not be entitled to any benefit under this Policy in respect of that claim and this insurance will thereafter become invalid."

The terms also go on to say:

"We are entitled to ask You to repay Us any amounts that We have paid to You that are

not covered by Your Policy and to refuse to pay or limit the amount paid of any claim where You have not provided sufficient receipts, bills or evidence to support Your claim.”

In this case Chaucer have expressed concerns about several items that Ms Y has claimed for and the fact that they can't substantiate the validity of the claims she's made. Ms Y's claim itself is that she was at a railway station in Ukraine where protestors knocked several things from her hands which were either lost or broken. The items claimed include a watch, a bracelet, a lipstick, sunglasses, an iPhone and a damaged laptop.

As things stand Ms Y doesn't seem to have supplied any proof of ownership of the items claimed for or evidence of the corresponding amounts she paid for them. The issue that caused Chaucer the most concern however was the information Ms Y gave them during their interview with her and then within a subsequent email she sent them about the laptop she was claiming for.

I've listened to the call Ms Y had with Chaucer. She told them that the laptop had been lost during the incident and that it wasn't found at a later date. She was asked about an invoice she'd supplied for repair of the laptop. The answer she provided was that the repair took place before it was lost but the invoice she'd provided was for 'something else' because the repair company had confused things and sent her a document with the wrong name and address on it. Chaucer then went on to point out that the invoice is dated as March, which was after the incident took place. At this point Ms Y told them the laptop was found by the police but wasn't reparable, so it was thrown away.

She later sent Chaucer an email saying a friend had returned her laptop to her having received a phone call from someone who found it because the laptop had a sticker with the friend's phone number on it. She said her friend tried to have the laptop repaired, but it wasn't reparable, so she didn't ask for it back.

It's clear to me that there are inconsistencies in both accounts Ms Y gave to Chaucer. During her call with them she said the laptop had been lost and not found, then she said the police had found it and it was thrown away. In the email she sent after the call, she said her friend had been contacted by an unknown person who returned the laptop, but it couldn't be repaired so she didn't accept it back. I'm not sure I understand the relevance of the invoice for repair and whether Ms Y thought it related to the laptop she was claiming for at all. If not, then I'm not sure why she submitted it. In any event she suggested it wasn't relevant to that specific item after it was lost anyway and that the invoice was for something else.

I appreciate Ms Y has said she has problems with her memory but given the lack of evidence to support her claims generally and the inconsistencies in the accounts she's given about the laptop first being lost and not found, then being found by the police and then later by an unknown person and returned to her friend, I don't think Chaucer did anything wrong by turning down her claim.

The information Ms Y gave is at best inconsistent and doesn't support her claim and at worst exaggerated or false. Either way, Chaucer was entitled to decline the claim in the way that they did.

Ms Y has made various submissions about Chaucer failing to take into account her friend's account of the laptop when deciding her claim. I don't think that account explains anything very clearly, nor does it help shed any light on the inconsistencies Ms Y has given about it being lost, then found then disposed of by the police and then found by an unknown person.

Ms Y has asked for an explanation about why a letter of authority was requested to act on her behalf. I'm unsure what this relates to. If the letter of authority was requested by

Chaucer, then that's something she will need to ask them about. If the letter was requested by the Financial Ombudsman Service, she should provide a copy to the investigator who can address that.

My final decision

For the reasons set out above, I don't uphold Ms Y's complaint against Chaucer Insurance Company Designated Activity Company.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms Y to accept or reject my decision before 2 November 2023.

Lale Hussein-Venn
Ombudsman