

The complaint

Mr D is unhappy Chubb European Group SE (Chubb) declined a claim he made under his travel insurance policy.

What happened

Whilst travelling, Mr D left his wallet (containing cash) and his watch in the airport security area, and when he returned to the security area shortly after, they were no longer there.

Mr D has a travel insurance policy underwritten by Chubb, so he contacted them to make a claim for the missing items.

Chubb declined Mr D's claim. They said Mr D had left the items unattended, which is an exclusion under his travel insurance policy. As Mr D was unhappy with Chubb's claim decision, he approached this service.

Our investigator looked into things but she didn't uphold the complaint. She said that Chubb had acted fairly by relying on the exclusion to decline the claim.

Mr D didn't agree and the complaint was passed to me for a final 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.

Having done so, and whilst I appreciate it'll come as a disappointment to Mr D, I've reached the same outcome as our investigator.

When travelling through airport security, Mr D had to remove his watch and wallet from his pocket. He placed these in the security trays, and it wasn't until he left the security area that Mr D realised he hadn't picked up the items. On returning to the security area, the wallet and watch couldn't be found.

Mr D's travel insurance policy with Chubb provides cover for valuables, personal effects and money, however, the policy also contains the following exclusions:

*“Section 7 – Personal Effects & Baggage
What is not covered*

2. Loss or theft of Valuables left Unattended unless contained in a locked safe or safety deposit box.

3. Loss or theft of any Personal Property (other than Valuables) left Unattended unless:

A. contained in

- i) a locked room; or*
- ii) a locked safe or safety deposit box;”*

And:

*“Section 10 - Personal Money
What is not covered*

2. Loss or theft of Money left Unattended unless contained in a locked safe or safety deposit box.”

And unattended is defined as:

“Unattended

Where You are not in full view of or in a position to prevent unauthorised taking or interference with Your Personal Property or vehicle”

As Mr D left his items behind and then left the security area, they were unattended when the loss happened. So, I think Chubb has acted fairly by relying on the above policy exclusion to decline Mr D's claim.

Mr D has said there wasn't a safety deposit box to place his items in at the time. I accept that. However, Mr D left the items behind when he left the security area, so they were no longer in his view or control and it's leaving them unattended that caused the loss, so I don't think Chubb has acted unfairly by declining the claim based on the exclusion outlined above.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 8 August 2023.

Callum Milne
Ombudsman