



<u>Decision Ref:</u>	2019-0146
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Travel
<u>Conduct(s) complained of:</u>	Claim handling delays or issues
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

This complaint concerns a single-trip travel insurance policy taken out in **June 2015** for the Complainant's trip overseas in **August 2015**. The Complainant contends that his luggage was stolen by a taxi driver during this trip. On his return to Ireland, he submitted a travel insurance claim to the Provider for the stolen items (which included a laptop, and cash in the amounts of STG. £3,000.00 and €1,000.00). The Provider has not admitted the claim thus far, as it contends that certain information and documentation requested is outstanding.

The Complainant's Case

The Complainant submits that he travelled overseas to attend a friend's wedding which took place on **22 August 2015**. On **24 August 2015**, he decided to visit his family and friends in another city some distance away, and took a taxi to the airport to board an internal flight to his destination. The Complainant contends that around thirty minutes into the taxi journey, he noticed that the driver appeared to be lost. The Complainant states that he decided to ask someone for directions and that he opened the passenger door to get out. The Complainant further states that when he was almost out of the taxi, the driver drove off causing the Complainant to fall to the ground, and that although a passer-by gave chase, the taxi kept driving.

The Complainant contends that the passer-by took him to the nearest police station so that he could report the incident, and that he was then taken to a different police station to give his statement. The Complainant states that a senior police officer at the second station sent officers to the scene of the alleged crime and to the hotel to get the taxi driver's telephone number, but that when the police tried to phone the taxi driver the phone was switched off.

The Complainant submits that the police took his statement, and that he was told to return the next day for a copy. He further submits that, on getting the police report the next day, **25 August 2015**, he phoned the airline and explained his circumstances. The Complainant states that the airline staff told him to go straight to the airport, and that he would be able to pay cash to take a flight that day. The Complainant states that the airline staff took his name and telephone number at the airport in order to access his details and that he was given a small ticket which was taken from him on boarding the aircraft. He further states that he was not given a boarding pass. On getting to his destination, the Complainant submits that he *"booked a hotel and bought cheap clothes from road side shops to keep [him] going until [he got] back to Ireland. [He] was able to support [himself] by withdrawing cash from [his named third party banks] accounts for the remaining duration of [his] stay"*.

The Complainant contends he took a flight back to Dublin on **2 September 2015**, reported the incident to his travel insurance company on his return and provided it with *"all the relevant information and documentation"* to make a claim for the stolen items. The Complainant states that his travel insurance company appointed a loss adjuster to investigate his claim around five weeks after he submitted his claim and that he met with the loss adjuster who took *"a very detailed statement"* about the Complainant's trip and the incident which resulted in the loss of his luggage. The Complainant contends that he gave all the information requested by the loss adjuster, who confirmed that he would forward a copy of the statement along with a request for more documentation. The Complainant submits that the statement was forwarded a week later by the loss adjuster, along with a list of documentation required to process the claim. The Complainant further submits that much of the documentation requested was *"irrelevant"* to the Complainant's baggage claim, and that some of the documentation did not exist.

The Complainant contends that he received a letter from the Provider on **5 November 2015** stating that his claim would not be processed until he produced the information and documentation that the loss adjuster had requested, to which the Complainant replied that he did not have the requested items.

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The Complainant states that he wrote to the Provider on **8 November 2015** to complain about the manner in which his travel insurance claim was being handled. A further letter from the loss adjuster to the Complainant on **11 November 2015** reiterated the earlier request for documents and information.

The Provider issued its final response on **16 December 2015**, which listed the information and documentation required in order to process the Complainant's travel insurance claim. The Complainant submits that this included a number of items that he cannot furnish to the Provider for various reasons, e.g. the Complainant contends that he is unable to furnish the Provider with the information/documents requested as he paid for a flight in cash, that he did not have receipts for most of the "emergency items" purchased as he did not holiday in "a developed country whereby all items are issued with a receipt", and that a friend booked and paid for hotel accommodation for him. The Complainant states that he is not making a claim for "refunds of hotel accommodation" or for all of the "emergency items" purchased. The Complainant also states that he has provided the loss adjuster with two bank statements to prove where his emergency funds came from.

Regarding the items of clothing, accessories and toiletries reported stolen in the incident with the taxi, the Complainant states that he believes he has answered the Provider's questions and furnished the "supporting documentation". The Complainant submits that the Provider does not want to pay his claim and is "asking for information and documentation that [is] not available [to the Complainant]". The Complainant further submits that if the Provider does not accept his "side of the statement provided, it is up to [the Provider] to investigate, and if [it] cannot disprove [the Complainant's] side of the statement and events, then [the Provider] has no choice [other] than to accept all information already provided".

The Provider's Case

The Provider states that the Complainant submitted a completed claim form dated **11 September 2015** and also submitted further information in support of his claim at that time; these items were received by the Provider on **16 September 2015**. The Provider contends that it identified a number of inconsistencies in the timeline of events set out by the Complainant (for example, the Provider submits that the Complainant stated the police report could not be prepared on 24 August 2015, so he was required to remain overnight and collect it the following day – however the police report was stamped and dated 24 August 2015), and also some shortfalls in the "level of evidence or substantiation received in support of the claim" when carrying out the claim validation process. The Provider submits that it appointed a Loss Adjuster to represent its interests in the Complainant's claim as the inconsistencies in the timeline and circumstances of events prevented it from validating his claim "based on the limited documentation received".

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The Provider submits that the Loss Adjuster met with the Complainant on **23 October 2015** and afterwards reported back that *“there was little or no further validation available... [and confirmed] that there were inconsistencies emerging”*, and also that the Complainant had *“revealed details of a previous travel claim in 2014 that had not been disclosed on his claim form”*.

The Provider states that it received a formal complaint from the Complainant dated **8 November 2015**. The Provider issued its Final Response on **16 December 2015**, stating:

“As you will no doubt appreciate all claims are handled in accordance with the policy terms and conditions and as previously advised, it is a condition that you must provide all evidence and information sought by us to support the claim. The onus does not lie with the insurer to support a claim but rather the claimant who has sought reimbursement under the policy. Despite a number of requests for additional evidence, this has not been furnished and until such a time that the information is made available to [the Provider will be] unable to consider [the Complainant’s] claim further”.

The Provider submits that the Complainant’s travel insurance claim has been handled in line with the policy terms and conditions, and that the Provider has *“consistently sought to fully explain the basis for [its] requests for information and documentation”*. The Provider further submits that the Complainant has not supplied documentation to date that corresponds to its requests to him, and that the *“validations submitted by the Complainant fall short of requested proofs”* and do not validate the circumstances of the reported incident and *“withdrawal of funds to continue the holiday”* after the incident. The Provider contends that the Complainant has not furnished it with *“substantiation of withdrawals to support the significant cash purchases in advance”*, and that there are *“a number of discrepancies in the timeline and circumstances surrounding the loss that [the Provider has not] received satisfactory answers to”*. The Provider states that, for example, the Complainant’s itinerary shows that he checked in two baggage items on the outward journey, *“which is at odds with the claim that he was carrying 3 bags/boxes at the time of the robbery”*. The Provider further states that a later submission from the Complainant states that he also checked in two baggage items on his return journey, *“which is at odds with the claim that all of his belongings were taken in the robbery”*.

The Provider contends that it wrote to the Complainant on **22 July 2016** and advised that it was awaiting documentation to substantiate his claim. The Provider states that this letter included *“adjustments”* to its original request and *“in the absence of receipts for the vast majority of items claimed for.... provided an opportunity for the Complainant to provide photo evidence of him wearing the clothing items claimed for (purchased in 2014). It also repeated previous requests for original bank statements and evidence of [the internal flight]”*. The Provider states that the Complainant forwarded a large number of

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photographs of him wearing the clothing items claimed for, which, upon inspection, had either been taken, or printed, in 2010 and 2012.

In its formal response to this Office, the Provider states:

"..... the Complainant has not furnished sufficient supporting evidence to substantiate the claim being made by him. [The Provider has] made numerous requests for information/documentation from the Complainant. Instead of supplying this in full, he has provided copies of documents that not only generate doubt about the circumstances as described by him, but also omit certain standard inclusions, including full name and address where such should appear as standard".

And:

"The Complainant has consistently requested that we prematurely settle his claim, based on the evidence provided to date, despite the fact that we have on several occasions explained to him that the evidence falls short of the minimum standard for claim validation".

The Provider submits that it has not rejected the Complainant's claim, but that the claim cannot be considered or progressed without the requested information/documentation. The Provider further submits that it has, in addition, *"repeatedly sought to make adjustments to its expectations or requests for documentation in response to claims by the Complainant that the evidence we initially [requested] is not obtainable".*

The Provider asserts that:

"The Complainant has been advised in writing by [the Provider], even as recently as 03/01/2017, that in order for us to proceed any further with his claim, we require clarification in relation to inconsistencies encountered by us during our investigations".

The Complaint for Adjudication

The complaint is that the Provider has wrongly and unreasonably refused to admit the Complainant's travel insurance claim for the losses he incurred from the theft of his luggage and personal belongings while on holiday overseas.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainant was given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

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In arriving at my Legally Binding Decision I have carefully considered the evidence and submissions put forward by the parties to the complaint.

Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on 16 April 2019, outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter.

In the absence of additional submissions from the parties, the final determination of this office is set out below.

Evidence

Policy Document

The policy document outlines that the Complainant's '**Premier Plus**' cover has the following limits, with no excess payable:

<i>"Baggage, baggage delay and passport:</i>	<i>Up to €5,000</i>
<i>Single Article or Set of Articles Limit:</i>	<i>€350</i>
<i>Valuables Limit in Total:</i>	<i>Up to €350</i>

The policy document also notes, in 'Section E: Baggage, Baggage Delay and Passport' under '**What is Not Covered**':

"Claims arriving for Personal Money and documents".

Under the policy's '**Claims Conditions**':

"The notification must be made within 31 days or as soon as possible thereafter following any Bodily Injury, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may give rise to a claim under this policy."

"You..... must supply at Your own expense all information, evidence.... as required by Us".

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"We may refuse to reimburse You for any expenses for which You cannot provide receipts or bills".

"We will pay You up to the amount shown in the Policy Schedule for the accidental loss of, theft of or damage to Baggage".

You must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Baggage".

"Receipts for items lost, stolen or damaged or proof of ownership should be retained as these will help You to substantiate Your claim".

Statement taken from the Complainant by Loss Adjuster on 23 October 2015

"I had my wallet with me and I withdrew money using my ATM card from my Irish bank account.... to provide me with funds to survive. I relied on my Irish account as my holiday pay had arrived in my account".

"I had no luggage..... I withdrew money again from my Irish bank account... to purchase the clothes and pay for the hotel".

"The only luggage I had coming back was luggage belonging to my sister and brother who live in Ireland. They asked me to bring stuff home like dried melon, dried fish, cow skin, herbs, and I had them in two plastic bags. I had to check both of these nylon bags into the airline as they could not be brought on as hand luggage".

"I lost 33 shirts..... They were mostly Ralph Lauren and they cost an average of €80.00 each. Some of the rugby long sleeve shirts cost €120.00-€150.00 each depending on the designs".

"Three boxes at €700.00.... These boxes were good for travelling. They were leather with wheels. I purchased the three boxes about three years ago".

"My friend that arranged the wedding paid for my hotel... for the entire stay..... He paid for me and other guests. He was responsible for everything".

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"I don't keep receipts for purchases of clothing or other items. Whenever I clean my house, I throw these out after the exchange period goes. I don't have a credit card. I have a debit card with [four named third party banks]... I don't use the debit card for purchases as it is too expensive as the exchange rates are too high. This is why I prefer to take money out, change it and then pay cash".

"I have shown the claim form where I have answered 'no' to claims in five years. They didn't specify the type of claim and I understood that this was for a baggage claim. My claim in 2014 was for flight disruption".

Email from Loss Adjustor to the Complainant dated 30th October 2015

"I have reported to insurers and we/they request the following:

- 1. Receipts, boarding passes, invoices for all airline tickets involved in the round trip..... We also require withdrawal of cash for the [internal flight] and the invoice from airline confirming this cost*
- 2. Bank statements from all four named banks in your statement for last 3 years showing cash withdrawals to fund all significant cash purchases including shirts, jeans, suit, boxes etc.*
- 3. Validation of all hotel accommodation in [overseas location]. Kindly obtain the hotel invoice from your friend*
- 4. Written confirmation of details of previous travel claim in 2014*
- 5. Written confirmation of previous conviction circa 2009 for driving foreign registered vehicle*
- 6. Receipts/statements confirming the replacement of all lost items since your return to Ireland*
- 7. Evidence of checked in luggage/boxes with airline on outward/return journey together with all baggage tags*
- 8. Confirmation of emergency replacement cash and please also clarify why the cash was kept in your luggage and not contained in your wallet*
- 9. Receipts for the emergency clothes purchased and withdrawals for these purchases between dates 24/09/15-01/10/2015*
- 10. Clarification on how these temporary clothes were brought back to Ireland as you only mention 2 nylon bags containing food items*
- 11. Confirmation food items were declared to customs. Can we have the certificate to show the cow skin etc. was treated for exportation on your return journey home and a copy of the customs declaration form*
- 12. Original receipts for the tablets claimed as insurers have confirmed they only have copies".*

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Letter from Loss Adjuster to the Complainant dated 11 November 2015

“We have set out in detail in our email of 30 October 2015, the information and proofs required to consider your claim further. We note that you have since provided further incomplete information and proofs but these fall considerably short of the detail sought which does not fully validate or substantiate your claim”.

“It is essential that you submit the remaining proofs and details requested on or before 18 November 2015, otherwise you will be considered to be in breach of policy terms and conditions which may give rise to repudiation of cover”.

Final Response Letter issued by the Provider to the Complainant on 16 December 2015

This letter stipulated that the following information was required by the Provider to support the Complainant’s claim:

- *“Booking invoice showing the flight taken up following the theft of [the Complainant’s] personal property including evidence of monies used to pay for this flight. The invoice which can be obtained from the airline must clarify how many bags, if any were checked in*
- *Evidence of emergency funds after the theft occurred to show how [the Complainant] supported [himself] from the 24th August 2015 until [his] return to Ireland on the 2nd September*
- *Evidence of emergency items [purchased] such as clothing and toiletries which were purchased following the theft of all [the Complainant’s] personal property*
- *Evidence from the airline [regarding the] number of baggage and boxes checked in on [the Complainant’s] outward journey and return journey to Ireland*
- *Evidence of hotel booking. We understand this was organised by a friend [overseas], this can simply be emailed to [the Complainant] and any personal information blocked out*
- *Bank evidence of personal property purchases: [The Complainant has] confirmed that all items purchased last year were purchased in August and November. The total for items purchased last year totals €13600 however the bank statements for this period does not correspond to [the Complainant’s] expenditure, therefore this has not [been] supported in full*
- *Please clarify where each item of clothing was purchased as [the Complainant has] only specified the bank name where the withdrawal was made*
- *[The Complainant has] provided an overall sum of €1400 for personal effects like sunglasses, chain, perfume, please provide a breakdown of these items including purchase date, description, where they were purchased and price of each individual item”.*

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Complainant's submission dated 28 December 2015

"I gave the loss adjuster all the information he requested..... he sent me [a] copy of the typed statement and lists of more documentation him and the insurance [company] wanted from me to process my claim".

"Most of the documentation he wanted [is] irrelevant to my baggage claims.... I responded to the relevant [ones] and sent along with it supporting documentation and I explained why the other information and documentation are irrelevant to my claims".

"I received a final decision on 16th December 2015 and most of the unlawful and irrelevant information and documentation has been removed from what they are now seeking... in their final decision. But they are seeking... some new information that was never asked before; they are seeking.. some documentation that I have already provided to them; and they are seeking... some documentation that is not in my possession (a third party documentation)".

"I believe [I] have answered the... questions to the best of my knowledge and in all honesty. I have also attached all correspondence and supporting documentation".

The Complainant submits that the Provider does not wish to pay his claim and that it is trying to use *"technicalities, asking for information and documentation that are not available"* to the Complainant.

Letter from the Provider to the Complainant dated 22 July 2016

The Provider states that it is still investigating the Complainant's complaint and requests the following:

1. *"Confirmation, from the airline, of the amount of baggage checked [in] for the outbound flight from Ireland.*
2. *Confirmation, from the airline, of the amount of baggage your friend checked on the outbound flight from Ireland.*
3. *Original bank statements with your full details [on them].*
4. *Bank statement for [third party financial service provider] for September 2014.*
5. *Further correspondence from [A***Air] in relation to retrieving the information requested.*
6. *Photos of [the Complainant] wearing the items [he is] claiming for.*
7. *Evidence of the cost of replacing similar clothes [the Complainant is] claiming for."*

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Audio Evidence

Audio evidence was submitted by the Provider as part of its formal response, comprising a number of telephone call recordings between the Complainant and the Provider. The first several call recordings relate to the Complainant making the travel insurance claim, the Provider's appointment of a Loss Adjuster and the Complainant's request for updates. In subsequent calls, the Complainant conveys his dissatisfaction with the Provider's handling of his claim to date and conveys that many of the items and proofs requested by the Loss Adjuster are "not relevant" to his claim, and that he is not in possession of some of the items. The Provider in turn conveys that the requested items are required to support the Complainant's account of the events leading up to the incident (where the Complainant's baggage was allegedly stolen) and after the incident. In one call, for example, the Complainant asks why bank statements dating back three years are required and the Provider replies that the Complainant is claiming that pieces of luggage, allegedly stolen in the incident, and each costing €700, were purchased three years ago and thus bank statements showing transactions from this time are required. In the final phone call, the Provider states that its role is to assess claims and reiterates that the requested documents and information are required for this.

Analysis

This Office must decide if the Provider acted unfairly or unreasonably in assessing whether to admit the Complainant's claim, on the basis of the information with which it was presented, subject to the terms, conditions, endorsements and exclusions set out in the policy documentation. I would also note that there have been references in the submissions to a possible previous claim with another insurance provider. This Office is only concerned with the facts of this particular claim, the Provider's handling of which is the subject of the complaint.

The Complainant took out the Provider's 'Premier Plus' travel cover on **13 June 2015**. Under the policy's 'Baggage, Baggage Delay and Passport' cover, a policyholder may claim up to €5,000.00. However, "*Claims arriving for Personal Money and documents*" are not covered under the '*Baggage, Baggage Delay and Passport*' section of the policy. It is noted that the value of the Complainant's claim to the Provider runs to over €22,000.00, including his claim for cash in the amounts of STG €3,000.00 and €1,000.00.

The Provider appointed a Loss Adjuster to act on its behalf in order to liaise with the Complainant with regard to his travel insurance claim for baggage theft. After meeting with the Complainant, the Loss Adjuster reported to the Provider that it was "*evident that [the Complainant] was indeed [overseas]*" and that he was "*satisfied that [the*

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Complainant] was attending a wedding". The Loss Adjuster also conveyed to the Provider that "the other validations submitted..... fall well short of requested proofs and do not validate the circumstances of the robbery and absence of funds to continue the holiday after the robbery". The Loss Adjuster noted that there had been "no substantiation of withdrawals to support the significant cash purchases in advance" and that the "funds withdrawn [overseas did not] substantiate the funds required to proceed with the holiday".

The Loss Adjuster furnished the Complainant with details of the information and evidence required for the substantiation of his travel insurance claim, in its email dated **30 October 2015**, and the Complainant responded by forwarding to the Loss Adjuster "all correspondence and supporting documentation" that he had.

In its formal response to this Office, the Provider submitted that it had "sought at all times to be fair and reasonable in respect of the information and documentation requested from the Complainant in order for [the Provider] to competently process his claim..... [the Provider has] repeatedly sought to make adjustments to [its] expectations or requests for documentation in response to claims by the Complainant that the evidence... initially requested is not obtainable". Having reviewed the evidence and submissions from the parties, I am satisfied that the Provider has been fair and reasonable in requesting certain information and documentation from the Complainant to substantiate his claim. I am also satisfied that the Provider has made adjustments to its expectations in response to the Complainant's submissions that certain evidence is not obtainable.

In relation to point 5 on page 9 above, I would suggest that the email to the Complainant from [A***Air] dated 25 November 2016 (which confirmed that he had flown with that airline on 25 August 2015) would suffice as evidence of the Complainant's internal flight (the original ticket having been "purged" from the airline's system due to the passage of time).

Both the Complainant and the Provider are bound by the terms and conditions of the policy, including the following:

Claims Conditions

"You or Your legal representatives must supply at Your own expense all information, evidence, details of household insurance of medical certificates as required by us"

The Provider's claim form sets out in its 'CHECKLIST' that "ORIGINAL" documents are to be submitted:

"Proof of Purchase, Original Receipts, Credit Card Slips/Statements, Certified Duplicate Receipts for items claimed"

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From the evidence before me, it would also appear that the Complainant has not forwarded original bank statements to the Provider, as requested, in support of his claim. From the copy statements made available, only two show the Complainant's name, and only one of these shows the Complainant's name and address. As the policy 'Claims Conditions' states, *"You or Your legal representatives must supply at Your own expense all information.... as required by Us"*, the Provider has requested that the Complainant furnish it with original bank statements and it is entitled to do so under the policy.

The Complainant had told the Loss Adjuster in October 2015 that he *"had no luggage"* on the internal flight he took while overseas, *"only the clothes [he] was wearing"*. As the Complainant checked two pieces of baggage in on his return flight to Dublin, which is the same amount as he checked in, on his outward journey, the Provider is entitled to verify the contents of the baggage on the return journey. The Complainant has stated that he returned to Ireland with *"two bags"* containing dried foodstuffs and cow hide, but has not to date furnished a copy of the requested customs declaration form to the Provider that would verify this.

The Policy Document states, under '**Claims Conditions**' that:

"We may refuse to reimburse You for any expenses for which You cannot provide receipts or bills"

The Complainant, in his statement to the Loss Adjuster dated 23 October 2015, states:

"I don't keep receipts for purchases of clothing or other items.... I throw these out after the exchange period goes.... I don't use the debit card for purchases.... I prefer to take money out... and then pay cash".

The Complainant availed of the opportunity to provide photo evidence to the Provider of him wearing the items of clothing that he claimed were purchased in 2014 and that were stolen from him during his trip overseas in August 2015. Having examined these photographs, I note that almost all of them were taken/printed in 2010 and 2012 (evidenced by the date on the back of each original photograph), or are copies of photographs taken/printed in 2010 and 2012 (there was some duplication of photographs). As the Complainant stated on the claim form that all items being claimed for were purchased in 2014, the items in the dated photographs cannot be the items being claimed for as they were worn by the Complainant at least two years earlier. If the Complainant cannot provide either *"receipts or bills"* for these items, I accept that the Provider cannot be required to accept his claim for them, under the policy's terms and conditions.

The Complainant adhered to the policy terms and conditions when making his travel insurance claim by notifying the Provider in good time and in reporting the incident to the local police:

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The policy's '**Claims Conditions**' include the following:

"The notification must be made within 31 days or as soon as possible thereafter following..... the discovery of any loss, theft or damage which may give rise to a claim under this policy".

Under '**Special Conditions Relating to Claims**', the policy states:

"You must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Baggage".

The Complainant notified the Provider of the theft of his baggage within the requisite 31 days, and he also obtained a written report of the theft from the local police in the country he was visiting.

Notwithstanding this, the Complainant has not furnished the Provider with all of the requested documentation and information that is required to substantiate his claim. I note that the Complainant in his submissions states that *"The onus is on [the Provider] to verify and investigate all information and documentation that [the Complainant has] presented... in order to validate his claims"*.

The Complainant however is not correct in this regard. Under the terms of the policy, the onus is on the Complainant to substantiate the claim. While the Complainant appears to have been the unfortunate victim of a crime, I am of the view that he has not provided satisfactory verification of his losses to the Provider, in order to enable it to properly assess the claim, and consequently I accept that the Provider is not obliged to admit his claim at this time until the outstanding documents/information have been made available to the Provider.

The Complainant also stated in his submissions that the Provider's handling of his claim had been in breach of the Consumer Protection Code. I note that the Complainant's travel insurance claim was made on **11 September 2015**, and that the Provider wrote to him on **2 October 2015** to tell him that it was reviewing the file. The Complainant telephoned the Provider on **5 October 2015** and was told that the Provider would soon write to the Complainant with its response. The Provider wrote to the Complainant again on **15 October 2015** stating that it had appointed a Loss Adjuster to act on its behalf in handling the Complainant's claim. The Loss Adjuster met with the Complainant on **23 October 2015**, and emailed him on **30 October 2015** explaining the documents/information that were required to substantiate his claim.

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The Provider wrote again to the Complainant on **5 November 2015**, stating that it was not in a position to assess his claim until the items requested by the Loss Adjuster had been received. The Complainant then wrote to the Provider on **8 November 2015** to complain about the Provider's handling of his claim. The Loss Adjuster wrote again to the Complainant on **11 November 2015** restating the information/documents required and the Provider issued its Final Response to the Complainant on **16 December 2015**. Taking all of this into account, I cannot agree that the Provider breached the Consumer Protection Code 2012 (as amended) with regard to its handling of the Complainant's claim.

For the reasons outlined above, I am satisfied that on the basis of the evidence before me, the Provider has not acted in a way which was wrongful, and accordingly this complaint cannot be upheld.

Conclusion

My Decision is that this complaint is rejected, pursuant to **Section 60(1)** of the ***Financial Services and Pensions Ombudsman Act 2017***.

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.

**MARYROSE MCGOVERN
DIRECTOR OF INVESTIGATION, ADJUDICATION AND LEGAL SERVICES**

13 May 2019

Pursuant to **Section 62** of the ***Financial Services and Pensions Ombudsman Act 2017***, the Financial Services and Pensions Ombudsman will publish legally binding decisions in relation to complaints concerning financial service providers in such a manner that—

- (a) ensures that—
 - (i) a complainant shall not be identified by name, address or otherwise,
 - (ii) a provider shall not be identified by name or address,and
- (b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.