

complaint

Mr B complains that Aviva Insurance Limited didn't pay his claim for lost luggage and he is unhappy with its service.

background

Mr B had travel insurance through his bank account. The insurer was Aviva.

On his return journey from a trip abroad in 2008 the airline lost Mr B's luggage. In November 2008 he sent in a claim for items worth £1,623.48 and 600 Euros. When Aviva called him to discuss his claim later that month he said that his suitcase had been returned and only some of the items were missing. Mr B was told that his claim wouldn't be paid as he didn't have proof of ownership of the items.

Mr B complained to his bank in 2011. It didn't let Aviva know about the complaint until 2012. Aviva sent a final response letter to Mr B when it was aware of his complaint but Mr B said he didn't receive it.

Mr B complained to us about the service he received from his bank when he made the claim. The bank offered Mr B £100 for his trouble and upset due to the delays and £100 for his telephone costs related to the complaint. Mr B accepted this offer.

Mr B also complained that Aviva hadn't paid his claim. He said that at the very least he should be given compensation for his baggage being delayed and damaged.

An adjudicator didn't recommend the complaint against Aviva be upheld. She thought that as Mr B wasn't able to provide proof of ownership of the items Aviva didn't need to meet the claim.

Mr B raised further issues that were considered by another adjudicator. The second adjudicator explained to Mr B that the policy only covered delayed baggage on the outward flight of his trip. As his luggage has been delayed on the return journey there was no cover. She accepted that Aviva had made an error in sending its final response to his complaint to an incorrect address. She didn't think any compensation was payable for the error as it hadn't caused Mr B any difficulty and it had sent a duplicate letter to his correct address. She didn't have any evidence that Aviva relied on the length of Mr B's trip to avoid paying the claim. There wasn't an issue because his trip was under 31 days and the policy covered trips up to that length. She also explained to Mr B that the service issues he raised were addressed by his bank and he had accepted the compensation it offered.

As Mr B didn't accept the adjudicators' views about Aviva this complaint has been referred to me.

my findings

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

In his responses to the adjudicators' views Mr B has very much mentioned the delays. Aviva didn't delay in replying to him once it was aware of the complaint. The bank offered Mr B compensation for the delay in forwarding the complaint to Aviva and Mr B accepted the offer.

So I won't be relooking at that issue in my decision on this complaint about Aviva. My decision is on Mr B's complaint that Aviva didn't pay his claim and his concerns about its service.

Mr B clarified what he was looking for from Aviva in one of his letters to the adjudicator:

- He said he wasn't looking for the loss of items in his luggage as his luggage was returned. To avoid any doubt, Aviva has acted reasonably by telling Mr B that it needed proof of ownership or purchase before it paid the claim for any lost items. The policy required Mr B to be able to prove he was responsible for the items and prove their value. It's a standard requirement across travel policies. It's also a general principle of insurance that the person claiming for the loss or damage of an item should be able to show that it's their item and the value of it.
- He wanted to claim for baggage delay. Mr B said as he was without his items for 95 days Aviva should have paid him some expenses for the items he was forced to buy for his use in the meantime. The adjudicator is correct that the policy only gives a payment for baggage that is delayed on an outward journey. That is a standard term in travel policies because the need for a traveller to urgently replace items is when they are away from home. As the delay occurred on Mr B's return journey there is no cover. Aviva doesn't need to make any payment for the delayed baggage.
- He wanted to be paid for the loss of his cash in the luggage. As Aviva had no proof of Mr B's purchase of the money it acted fairly in not paying the sum. Also the policy says that stolen money isn't covered if the money wasn't in Mr B's hand luggage or if it was unattended when stolen. As the money was in a suitcase with the airline there wasn't cover for that reason too. That's also a standard term in a travel policy.
- He wanted to continue to claim for his damaged suitcase. I can see that Mr B provided a photo of a suitcase with a wheel missing but as Aviva didn't have any evidence that it was Mr B's suitcase or what it was worth it reasonably didn't make any payment. I see Mr B said in the claim form that he paid £87.50 for the suitcase in 2007. So by the time wear and tear was taken into account I think it's very likely that the claim would have been below the excess payable under the policy anyway.

Aviva's final response letter of December 2012 to Mr B's complaint was sent to the wrong address. But I don't think that any compensation is due to Mr B because of that error. There is no confidential information in the letter. And Aviva sent Mr B a duplicate letter to the right address shortly after. I understand Mr B says he never got that letter. If he didn't receive it that would be frustrating for him but he wasn't put to any disadvantage as he was still able to make his complaint to us.

Mr B has referred to backdated letters and Aviva 'covering up' but I haven't seen any evidence of that. He also feels very strongly that the adjudicators have been biased towards Aviva but I've seen no evidence of that. The adjudicator was right when she explained to Mr B that we don't act for the business, but we don't act for the consumer either – we're an impartial service.

I'm sorry that Mr B will be disappointed with my decision but I find that Aviva acted fairly in not paying his claim and no compensation is payable to Mr B for its service.

my final decision

My final decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 10 July 2015.

Nicola Sisk
ombudsman