

The complaint

Mr J complains that Inter Partner Assistance SA (IPA) has turned down a claim he made on a travel insurance policy.

What happened

Mr J took out a travel insurance policy through a broker I'll call R. The policy was underwritten by IPA.

In October 2023, while Mr J was on holiday abroad, he suffered a theft of a watch, a mobile phone and cash from his bag while he was in the swimming pool. He reported the loss to the local police. And he made a claim on his travel insurance policy.

IPA turned down Mr J's claim. It said Mr J's things had been left 'unattended', which was specifically excluded by the terms of the contract. So therefore, it said the theft wasn't covered by the terms and conditions of the policy.

Mr J was unhappy with IPA's decision and so he asked us to look into his complaint. He explained why he didn't think his things had been left unattended.

Our investigator didn't think it had been unfair for IPA to turn down Mr J's claim based on the evidence which had been available to it. He thought it had been reasonable for IPA to rely on the evidence from the time of the loss to conclude that Mr J's things had been left unattended.

Mr J disagreed and so the complaint's been passed to me to decide.

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, whilst I'm very sorry to disappoint Mr J, I don't think it was unfair for IPA to turn down his claim and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of Mr J's policy and the available evidence, to decide whether I think IPA treated Mr J fairly.

I've first considered the policy terms and conditions, as these form the basis of Mr J's contract with IPA. The 'Personal belongings and money' section of the policy says that IPA will pay up to the amount shown in the table of benefits for a list of specified items, which includes a policyholder's valuables and cash. IPA's definition of valuables includes watches. However, this section of the policy also sets out a list of specific events IPA has chosen to exclude from cover. The policy says:

'What is not covered

...

- Any claim for gadgets....
- *Loss, theft of or damage to valuables, cash, important documents or personal money left unattended at any time unless deposited in a safe, safety deposit box or left in locked accommodation.'*

IPA has defined what it means by unattended as follows:

'When you are not in full view of and not in a position to prevent unauthorised interference with your property or vehicle.'

IPA considered the available evidence and concluded that Mr J had left his bag unattended and that accordingly, his claim wasn't covered. So I've thought about whether I'm persuaded that this was a fair conclusion for IPA to draw.

Mr J reported the theft to the local police and was given a report. Mr J provided this report to IPA. The police report sets out Mr J's account of the theft to the police and the details of the loss are handwritten. Then report says:

'I went to the pool for 20 mins. I had my money, watch and phone...in the bag by my bed. This was situated right next to the pool. I turned my head for a second or two, and everything in my bag was stolen.'

Based on the account it seems Mr J gave to the police; I don't think it was unreasonable for IPA to conclude that his items had been left unattended in line with the policy definition. It appears that Mr J was in the pool and wouldn't have been in full view of his property, nor in a position to prevent unauthorised interference with it.

I appreciate Mr J now says he didn't realise he had to give a full statement about what happened and what he saw to the police. He's since told both IPA and us that in fact, he and his partner were very close to the bag. Indeed, he says he saw the person who committed the theft, but thought they were simply doing their job. I accept this is possible. But generally, I don't think it's unfair for an insurer to place more weight on contemporaneous evidence and a policyholder's testimony dating from around the time of the loss rather than a policyholder's later recollections. And in this case, as the police report is an official document, I think it was reasonable for IPA to rely on the content of it when it assessed whether or not Mr J's claim was covered by the terms of the policy.

As I've set out above, the policy also specifically states that 'gadgets' aren't covered by this particular section of the contract. IPA has included mobile phones in its definition of a gadget. So even if Mr J's watch and cash claim had been payable, it seems likely that his claim for the phone would always likely have been turned down.

Overall, I sympathise with Mr J's position because he's suffered a theft and has been through an upsetting situation. But taking into account the evidence available to IPA when it assessed Mr J's claim, I don't think it acted unfairly when it concluded the claim wasn't covered.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or

reject my decision before 18 April 2024.

Lisa Barham
Ombudsman