

The complaint

Mrs S complains about how Inter Partner Assistance SA (IPA) dealt with her claim. My references to IPA include its agents.

What happened

Mrs S had single trip travel insurance for her holiday abroad, the insurer is IPA.

When Mrs S arrived in her destination country she was picked up by a coach to take her to her hotel. She says the coach driver loaded her suitcase in the underside of the coach and on the way to her hotel the coach stopped at several other hotels for passengers and their luggage to get off. When Mrs S arrived at her hotel her suitcase wasn't in the coach. The coach driver didn't know where her suitcase was and gave her a list of the hotels where he'd stopped. Mrs S' hotel told her that if her case hadn't arrived by the morning it would phone the coach company.

Mrs S' suitcase wasn't found and the coach company told Mrs S' hotel that she should contact her travel insurer. Mrs S says she contacted IPA about her situation but it wasn't helpful. The hotel told her to get a police report.

Mrs S claimed on the policy for her lost items and some replacement items she bought on her trip. She provided claim evidence including the police report and a list of the items that were lost and some receipts. The claim didn't progress and Mrs S complained to IPA that she'd had to call it about 14 times for an update with no success. IPA acknowledged its delay and paid £50 compensation for her distress and inconvenience.

In late September 2024 Mrs S complained to us as her claim was still outstanding from June 2024 and she wanted more compensation as she believed IPA mis-handled her claim.

IPA sent us a copy of an email it says it sent to Mrs S dated 8 October 2024 requesting proof of ownership for the majority of her lost items. The email said some of the information she'd sent was either too blurry, didn't contain the item price or the price didn't match the item she was claiming. Mrs S says she never received that email.

Our Investigator considered that Mrs S had evidenced a reasonable amount of the lost items she was claiming so IPA should accept that as evidence of ownership of the whole claim. She recommended IPA pay Mrs S' baggage claim in line with the remaining policy terms, plus interest, and pay an additional £150 compensation for Mrs S' distress and inconvenience caused by how it had handled the claim.

IPA disagreed. It said:

- Mrs S hadn't provided evidence of ownership for the majority of claimed items.
- The date of most of the receipts she'd provided are after the loss occurred.
- The number of items claimed for were very unlikely to have fitted into one suitcase so it thought not all the items were taken on the trip.

- The police report didn't list 'anything close to the number of items being claimed', which supports that Mrs S didn't lose all the items claimed.
- It wanted evidence of more of the items being owned by Mrs S.

Our Investigator explained why her recommendation remained the same. IPA disagrees so the complaint has been referred to me to make a 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.

The relevant industry rules say an insurer must handle claims promptly and fairly and it shouldn't decline a claim unreasonably.

The policy terms under the 'Baggage' section say:

'What is covered

1. We will pay you up to £1,750 for the accidental loss of, theft of or damage to baggage and valuables.

The amount payable in the event of a total loss, will be the value at today's prices less a deduction for wear tear and depreciation (loss of value), or we may replace, reinstate or repair the lost or damaged baggage and/or valuables.

The maximum we will pay you for the following items is:

- a. £200 for any one article, pair or set of articles.*
- b. £250 for the total for all valuables. (The policy defines valuables)*

2. We will also pay you up to £200 for the emergency replacement of clothing, medication and toiletries if your baggage is temporarily lost in transit during the outward journey and not returned to you within 12 hours, as long as we receive written confirmation from the carrier, confirming the number of hours the baggage was delayed. If you are deprived of your baggage for a period in excess of 24 hours this amount is increased to up to £400.

If the loss is permanent we will deduct the amount paid from the final amount to be paid under this section.

Special conditions relating to claims

....

4. You must provide (at your own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help you to substantiate your claim'.

The 'Baggage' section of the policy details the other evidence Mrs S needs to support her claim. She appears to have provided most of that information and IPA's dispute is that she hasn't provided sufficient evidence of ownership of the items claimed.

I've seen the readable receipts that IPA says Mrs S provided and I accept she's provided readable receipts for only a few of the lost items she claimed. But I have to consider whether she's provided reasonable evidence in all the circumstances.

The list of lost items includes clothes, underwear, toiletries and make-up which I think matches up to a five-night stay at the destination. Mrs S has given estimated costs of the items and I think those estimates are reasonable. Mrs S says it's been difficult to find

receipts for other items because of the length of time that has passed since she bought them. I don't think that's unreasonable as I think an average person wouldn't retain receipts for items of those values.

Mrs S' list of lost items also includes several very low value items for personal care and I don't think it's reasonable for IPA to expect Mrs S to have proof of ownership for all the low priced items she took on the trip. She's provided receipts for two of the three most expensive items claimed (which were over £100).

I've seen no evidence about the size of Mrs S' lost suitcase. On the basis the suitcase is of average size I don't agree with IPA's suggestion that the items claimed wouldn't fit in one suitcase. The page of the police report IPA provided and referred to isn't in English and IPA hasn't provided a translation. So IPA hasn't provided evidence to clearly show me that the police report doesn't list 'anything close to the number of items being claimed', as it suggests.

IPA has said some of the receipts for lost items were dated after Mrs S' trip, but I've seen no such evidence. All the receipts it sent us predate the start date of her holiday except the receipt dated 5 June 2024 which is from a shop in the destination country clearly showing the replacement items Mrs S bought after her suitcase was lost.

Overall in these particular circumstances I accept Mrs S' account of her loss and think she's provided enough evidence of ownership of her items she's listed as lost. I think the fair and reasonable outcome would be for IPA to pay Mrs S' baggage claim in line with the remaining policy terms, less the excess, plus interest as I've detailed below.

I don't think IPA handled Mrs S' claim fairly. It accepted it delayed in dealing with the claim. Its internal notes from July 2024 say it wanted more evidence of ownership but it didn't ask Mrs S for that evidence until October 2024, after she'd complained to us. IPA hasn't disputed that Mrs S had to call numerous times to try to get updates and its notes show Mrs S was upset. I accept that Mrs S has been very distressed at how IPA handled her claim at an already upsetting time when she'd lost her items. IPA hasn't commented on our Investigator's recommendation that it pay Mrs S an additional £150 in compensation for her distress and inconvenience and I think that's a reasonable amount.

My final decision

I uphold this complaint and require Inter Partner Assistance SA to:

- Pay Mrs S' claim in line with the remaining policy terms plus interest* at 8% simple a year from the date of claim to the date of settlement, and
- Pay Mrs S an additional £150 in compensation (£200 in total) for the distress and inconvenience it's caused.

If Inter Partner Assistance SA considers that it's required by HM Revenue & Customs to take off income tax from that interest it should tell Mrs S how much it's taken off. It should also give Mrs S a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 16 April 2025.

Nicola Sisk
Ombudsman

