

The complaint

Mr S has complained that Inter Partner Assistance SA (“IPA”) unfairly declined the claim he made after his baggage was delayed.

What happened

In autumn 2024, Mr S and his wife went on a trip. On their return flight home, their luggage was delayed as a result of mishandling by the airline. It was delivered to them the following evening.

Mr S made a claim on the travel insurance policy he’d bought from IPA. IPA declined the claim because they said Mr S’s policy only provided cover where luggage was delayed on the outbound journey. Mr S complained, but IPA didn’t change their decision. So Mr S brought his complaint to the Financial Ombudsman Service.

Our investigator reviewed all the information provided by both parties and concluded IPA didn’t need to do anything different to resolve the complaint. She was satisfied the policy didn’t cover the circumstances of Mr S’s claim.

Mr S didn’t agree with the investigator’s view. So the complaint’s been passed 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.

Having done that, I’m not upholding Mr S’s complaint. I’ll explain why.

We expect insurers to deal with any claim fairly and reasonably, and in line with the policy terms. The starting point for deciding whether they did that is to consider what the policy terms say.

Mr S says he should be covered because the table of benefits at the start of the policy (which sets out the three available levels of cover) says:

“Section 4 – Personal Belongings and Money

...

<i>Delayed baggage (per 24 hours)</i>	<i>£50</i>	<i>£50</i>	<i>£100</i>
<i>Delayed baggage (total)</i>	<i>£150</i>	<i>£150</i>	<i>£300</i>

I understand why Mr S has said this. But the table of benefits doesn’t provide all the information about what the policy covers. It directs policyholders to the section of the policy they need to read to check this. Section 4 says:

“The purpose of this section is to help you in the event of something happening to your suitcases (or containers of a similar nature), their contents sports equipment and your cash. Below explains the cover we provide if your articles are lost, stolen or damaged.

What is covered

1. We will pay you up to the amount shown in the Table of Benefits for the following items if they are accidentally lost, damaged or stolen whilst on your trip.

a) Baggage

b) Valuables

c) Replacement of essential items if lost in transit due to carrier error during the outward journey

d) Cash”

So, cover is only provided for those items in the circumstances described.

I can't reasonably say that IPA should have covered the luggage under (a) because it wasn't lost, damaged or stolen. It was delayed or – to use the terminology of the policy condition – lost in transit. And the policy term is clear that loss in transit is only covered if the loss is due to carrier error - and occurs on the outward journey.

I'm satisfied those weren't the circumstances in which Mr S's luggage was delayed. So I think IPA's decision that he wasn't covered for what happened was reasonable. And I don't think they need to do any more to resolve Mr S's complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr S's complaint about Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 September 2025.

Helen Stacey
Ombudsman