

The complaint

Mr and Mrs V complain that their travel insurer, Inter Partner Assistance SA ('IPA') unfairly turned down a claim they made on their travel insurance policy.

What happened

In July 2024 Mr and Mrs V were on holiday abroad with their family when their car broke down. Their car was taken to a garage for repairs and left in a 24-hour secure recovery yard overnight when unfortunately, their luggage was stolen from it. Mr and Mrs V said they were asked to leave their keys with the yard overnight but deemed this to be safe bearing in mind there was CCTV and a locked security gate. They said unfortunately thieves broke in overnight and stole their roof top luggage carrier with all their clothes and other belongings as well as some items from their car.

Mr and Mrs V made a claim under their travel policy with IPA but they were told there was no cover because they had left their luggage unattended. Mr and Mrs V said that at the time, IPA told them that it would cover them up to £2,500 per person if they provided a police report as well as receipts for the lost items.

Mr and Mrs V complained to IPA and said that if it hadn't told them they would be covered, they would have acted differently and had a better chance of recovering some of their losses. They said they weren't able to return by ferry as their breakdown provider required them to fly which meant their return ferry tickets which cost £599 were lost, something IPA said they wouldn't be able to recover. They said overall, they lost between £5,000- £7,000 worth of clothes and other items. They asked for transcripts of their calls where they were advised there was cover.

IPA didn't uphold the complaint. It said that there is no cover in the event of theft of baggage in an unattended vehicle if left unattended overnight between 9pm and 9am.

Mr and Mrs V didn't agree. They said staff at the garage where the items were stolen from were very unhelpful, and had Mr and Mrs V known they weren't covered they would have pursued the matter further with the garage.

One of our investigators reviewed the complaint but didn't think IPA had to take any further action. Our investigator didn't think the advisor Mr and Mrs V had spoken to at the time of the theft confirmed that the claim would be paid and that IPA was entitled to assess the claim once it had the full facts.

Mr and Mrs V didn't agree and asked for an ombudsman's decision. They said they asked IPA numerous times to share Mrs V's call with IPA where she was given incorrect advice, but it hasn't.

Our investigator asked IPA to provide all its calls and specifically referred to its call with Mrs V, and provided the different numbers Mr and Mrs V used to call it. Nevertheless, IPA wasn't able to locate any further calls to the ones it had already provided to Mr and Mrs V.

The matter was then 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.

The policy does not provide cover in the event of, among other things, the loss or theft of valuables left unattended at any time including in a vehicle or in the custody of carriers unless deposited in a hotel safe or locked in a safety deposit box. Or the loss or theft of baggage contained in an unattended vehicle overnight between 9pm and 9am or at any time between 9am and 9pm; unless it is in the locked boot and covered from view, and evidence of forcible and violent entry to the vehicle is confirmed by a police report. The definition of "unattended" is:

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

Mr and Mrs V reported the matter to the police the following day when they discovered the theft. The police reported that the theft happened at some point between 9:30pm the evening before and 8am that day.

Based on the terms of the policy, I think the decision not to cover the claim is in line with those terms. This is bearing in mind the time of the theft and the fact that, under the terms of the policy, the vehicle was unattended.

Mr and Mrs V said that IPA should cover the claim regardless because it told them that they would be covered. They said IPA told them as long as there were receipts and a policy report, there would be cover. They said if they knew this wouldn't be the case, they would have pursued the matter further with the recovery yard/garage and the police in order to try to recover their items.

I have listened to all the calls I've been provided with between the parties. Mr and Mrs V called on the day of the incident and spoke to an adviser. They told the adviser about the theft and were told to obtain a police report and provide receipts when they submit their claim. Having listened to this and other relevant calls, I agree with our investigator and I also don't think IPA confirmed that the claim would be paid or made any guarantees. Instead, I think the adviser was providing Mr and Mrs V with information as to how to submit their claim. IPA would still be required to assess it and I don't think it would be reasonable to expect it to confirm that there was cover before it had a chance to review the claim with all the supporting evidence.

Mr and Mrs V say there was a further call which IPA hasn't provided. As they can appreciate I can only make a decision based on the evidence available to me. And as I mentioned above, our investigator has gone back to IPA on more than one occasion and asked about further calls. But in any event, I would still not expect IPA to cover a claim unless it reviewed all the evidence.

I appreciate Mr and Mrs V felt misled and they say if they didn't think they were covered, they would have pursued the matter further with the yard and the police. I appreciate they felt relieved after speaking to IPA, especially as staff at the garage/yard were particularly unhelpful. But if there was any way in which they could have recovered some items I think this is something they would have been expected to do regardless of whether they thought they were covered or not. Customers have a duty to mitigate/minimise their losses and I think this includes trying to recover lost or stolen items if at all possible.

I appreciate Mr and Mrs V will be disappointed with this decision and I know they feel badly let down and misled by IPA. But, on the evidence I have been provided with I don't think IPA needs to take any further action.

My final decision

For the reasons above, I have decided not to uphold this complaint.

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

Anastasia Serdari
Ombudsman