

The complaint

Mr S complains that Inter Partner Assistance SA (IPA) hasn't paid his travel insurance claim and about its service. My references to IPA include its claim handling agents.

What happened

Mr S had travel insurance, insured by IPA. He made a claim in March 2023 after the airline lost his checked in bag on his return to the UK. The bag contained clothes, headphones and £200.

Mr S complains that IPA still hasn't paid his claim. In summary he says:

- He's provided IPA with all the information it requested.
- He's had to chase IPA constantly by email over a long time and made about 75 phone calls to it but IPA hasn't responded. He's made three formal complaints and asked for a final response letter, which it's not responded to.
- He wants his claim paid and compensation for his loss of earnings, distress and inconvenience due to the time and effort it's taken to try to get his claim paid.

IPA sent a final letter to Mr S on 21 March 2025, about a month after he complained to us. It said in March, April and May 2023 it had asked Mr S for confirmation from the airline that his bag has been lost permanently and whether he'd received compensation from the airline, but it hadn't received the information. It asked him for a final time on 25 May 2023 and closed his claim in August 2023 as he hadn't provided the evidence it needed to assess the claim.

IPA offered Mr S £100 compensation to apologise that his claim was closed without telling him. IPA said for the claim to be assessed it still needed the information it had asked Mr S to get from the airline.

During our investigation Mr S sent us the property irregularity report (PIR) from the airline which he said he'd sent to IPA several times. Our Investigator sent IPA the PIR saying Mr S sent the document to it in April 2023.

IPA said the PIR Mr S had provided was an acknowledgement by the airline that the bag had been reported as lost. The airline hadn't confirmed whether it accepted the bag was lost permanently and if so whether compensation was paid to Mr S.

Ultimately our Investigator considered that IPA had acted reasonably by not paying Mr S' claim on the evidence it currently has. She said IPA's offer of £100 compensation for his confusion and stress caused by closing his claim without notifying him was fair.

Mr S disagreed and wanted an Ombudsman's decision. He said he'd provided everything IPA asked for and the airline clearly acknowledged his items were lost. IPA hadn't questioned the information he'd provided and it hadn't given reasons for declining his claim. He also said we hadn't considered IPA's very poor customer service.

Before I made my provisional decision I asked Mr S whether he'd asked the airline for compensation for the lost bag. I also asked him for evidence to support that he'd had to chase IPA repeatedly by email and made about 75 phone calls to it, as he'd suggested. Mr S responded to my request and sent some documents which I referred to in my findings below.

What I provisionally decided – and why

I made a provisional decision that I was intending to partly uphold the complaint. I said:

‘The relevant regulator’s rules say that insurers must handle claims promptly and fairly and they mustn’t turn down claims unreasonably.

The policy terms set out the contract of insurance between Mr S and IPA so they are the starting point for my consideration. The policy says IPA will pay for lost baggage, up to the policy limits, and subject to the policy terms which include:

‘If baggage is lost, stolen or damaged whilst in the care of an airline you must:

- a. Get a Property Irregularity Report from the airline.*
- b. Give written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).*
- c. Keep all travel tickets and tags for submission if you are going to make a claim under this policy’.*

And

‘Claims evidence

We will require (at your own expense) the following evidence where relevant...

- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody...*
- All travel tickets and tags for submission...*
- An original receipt, proof of ownership or valuations for items lost, stolen or damaged...*
- Any other relevant information relating to your claim under this section that we may ask you for’.*

From the evidence I’ve seen Mr S sent IPA his travel information and receipts for at least most of the items claimed for in 2023. He also sent IPA an email from the airline headed ‘Property Irregularity Report’ which I think he sent in April 2023. So Mr S sent IPA most of the information required under the policy terms.

IPA hasn’t refused to pay Mr S’ claim. It said it needs more information to assess his claim, as it’s entitled to do under the policy terms.

IPA’s point is that this PIR is just an acknowledgement from the airline that the bag had been reported as lost. I’ve read the PIR and IPA is correct. The document says the airline ‘*will do its best to trace and deliver and your baggage as little further delay as possible(sic)*’ and ‘*this report does not involve any acknowledgement(sic)*’. That’s not evidence from the airline that it accepted the bag was lost permanently and it’s given no evidence about compensation.

The PIR is dated in April 2023, a month after Mr S’ bag was lost. At that time I think there was still the possibility that the bag could be traced and returned to Mr S, as the PIR said.

I’m satisfied that IPA is asking Mr S to provide reasonable relevant information, that it doesn’t have, so it can finalise the assessment of his claim. IPA’s emails to Mr S from March to May 2023, in particular its email of 11 April 2023, were clear about what information it needed.

I see that Mr S had to send the airline several emails before it provided the PIR. But it only took a week from his first request until the airline sent the PIR to him. Mr S says he's contacted the airline for compensation for his lost baggage and hasn't been successful. I've seen no evidence of the correspondence between him and the airline about that matter. Generally if an airline loses a bag permanently then it must pay the baggage owner compensation, so it's not clear to me why that's not happened.

I think Mr S needs to provide an acknowledgement of permanent loss from the airline and confirmation of whether it's paid him compensation. IPA must finalise the assessment of the claim when it's received that information.

I also need to consider whether IPA gave Mr S fair service.

We've told Mr S that IPA hadn't provided us with any records after May 2023, other than its March 2025 final response letter to his complaint. I've looked at the screenshots Mr S has provided in response to my request for evidence to support that he chased IPA repeatedly by email. Most of the screenshots are undated and those that are dated look to be from March to May 2023, for which IPA also sent records. I think the records from March to May 2023 show IPA responded to Mr S' emails in a reasonable timescale during that period.

It seems that the only new record Mr S has provided is a screenshot that has a date '7 Jan' (no year) which shows his email to IPA attaching a copy of the PIR and asking for an update about his claim. So I haven't seen any documentary evidence to support Mr S' suggestion that he had to chase IPA constantly by email over a long time. He says he can request evidence that he made 75 phone calls to IPA, which he can provide if he wishes. I also haven't seen evidence that Mr S made three complaints about IPA's service that it hasn't responded to.

But I think there is enough evidence to show that IPA didn't respond to Mr S for a long period. I've seen no evidence that IPA responded to Mr S' email of 7 January (which would either be 2024 or 2025) asking for a update about his claim. IPA's final response letter of 21 March 2025 said the letter was in response to his complaint made in May 2023, so nearly two years later. We contacted IPA on 14 March 2025 telling it Mr S had asked us to look into his complaint and given the dates I think the final response letter was triggered by us contacting IPA.

From the overall evidence I've seen I think IPA's communication to Mr S has been very poor since May 2023. That includes, but isn't limited to, closing his claim file without telling him.

Mr S has asked for compensation for his loss of earnings, distress and inconvenience due to the time and effort it's taken to try to get his claim paid. He hasn't given any information about why IPA caused him to lose earnings. I don't generally award compensation for the time it takes a consumer to make a complaint and there's no reason to do so here. However, I accept that Mr S was very frustrated, annoyed and inconvenienced by trying to get a response from IPA. There was a wholly unreasonable delay by IPA in taking nearly two years to respond to his complaint made in May 2023.

I don't think IPA's offer of £100 compensation for Mr S' upset and inconvenience is enough. I think £300 compensation (which includes the £100 offer) is a reasonable amount to acknowledge his distress and inconvenience caused by IPA's very poor service'.

Responses to my provisional decision

IPA agreed with my provisional decision. Mr S also agreed with my provisional decision and asked what information he needed to provide to finalise matters.

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.

As both Mr S and IPA agree with my provisional decision I've no reason to change my mind. For the reasons I've given in my provisional findings and these findings I partly uphold this complaint.

IPA must finalise its assessment of Mr S' claim upon receipt of confirmation from the airline that it considers his baggage is lost permanently and confirmation as to whether or not the airline paid Mr S any compensation for the loss of baggage. IPA must also pay Mr S £300 compensation in total for his distress and inconvenience caused by its very poor service to him.

Mr S asks what he needs to do to finalise this matter. He needs to tell this Service before 26 September 2025 whether or not he accepts this final decision (see accompanying letter for details). Our Investigator will tell IPA and if Mr S has accepted this final decision IPA will pay him the £300 compensation.

Mr S also needs to contact the airline to get confirmation from the airline that it considers his baggage is lost permanently. He also needs to get the airline's confirmation as to whether or not the airline paid him any compensation for the loss of baggage. Mr S needs to send the information from the airline to IPA direct and it will then finalise the assessment of his claim.

If Mr S disagrees with IPA's final assessment of his claim he can complain to it and ultimately to us as a separate matter.

My final decision

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

- Finalise its assessment of Mr S' claim upon receipt of confirmation from the airline that it considers his baggage is lost permanently and confirmation from the airline as to whether or not the airline paid Mr S any compensation for the loss of baggage, and
- Pay Mr S £300 compensation in total for his distress and inconvenience caused by its unfair service to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 September 2025.

Nicola Sisk
Ombudsman