

The complaint

Mr S complains that Inter Partner Assistance SA (IPA) declined his claim against his travel insurance policy. Reference to IPA includes its agents.

What happened

Mr S had an annual travel insurance policy underwritten by IPA. Whilst on a trip, his backpack containing, amongst other things, his passports, cash, gadgets, personal items and clothing was stolen from his locked rental car. Mr S says he stepped away from the locked car momentarily to pay for petrol and, on his return, he found the rear window of the car had been forced open and his backpack was missing.

Mr S made a claim against the policy in relation to the stolen items and his additional costs. IPA declined the claim. It relied on exclusions in the policy and said what happened here was excluded from cover. Mr S didn't accept that and pursued his complaint. He says IPA has applied the policy terms rigidly and failed to take into account the context of the theft. Mr S says IPA didn't treat him fairly or reasonably. He wants IPA to settle his claim.

One of our Investigators looked at what had happened. He thought IPA had declined Mr S' claim in accordance with the policy terms and hadn't acted unfairly in doing so.

Mr S didn't agree with the Investigator. He said IPA hadn't considered his particular circumstances. Mr S reiterated that the car was locked, his backpack was hidden from view, he was away from the car for a short time and was in close proximity and in full view of the car the entire time. Mr S says this appears to be the work of organised crime as he met others who had encountered similar thefts. He says he wasn't negligent and acted reasonably and responsibly.

The Investigator considered what Mr S said but didn't change his view. Mr S asked that an Ombudsman consider his complaint, so it was passed to me to decide.

In this decision, I'm dealing with whether IPA acted in accordance with the policy terms and fairly and reasonably in dealing with Mr S' claim. As the Investigator explained, IPA is the underwriter for Mr S' policy except for '**Section 9 - Gadget cover**', which is underwritten by another insurer.

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.

I'm sorry to learn about the circumstances which led to this claim. I appreciate Mr S experienced significant inconvenience and financial loss. It's clear Mr S has very strong feelings about this matter. He has provided detailed submissions to support his complaint, which I have read and considered. I'm conscious I've condensed what I don't doubt was a

very worrying time into a short narrative. That reflects our service that, wherever possible, aims to be informal. I'm satisfied that I've captured the essence of what happened. I hope Mr S understands that my focus is on the central issue, that is, whether IPA acted fairly and reasonably in its handling of his claim.

I've taken into account the law, regulations and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say IPA has a responsibility to handle claims promptly and fairly and must act to deliver good outcomes for retail consumers. I don't uphold this complaint and I'll explain why.

- Travel insurance is not intended to cover every possible situation. An insurer, IPA in this case, will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general, and as long as consumers are treated fairly, insurers can decide which risks they wish to accept.
- The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy, the onus shifts to the insurer to show how that exclusion applies.
- It's common ground that Mr S' personal belongings and money were stolen. IPA relied on the following exclusions in declining Mr S' claim:

'Section 4 – Personal belongings and money

[...]

What is not covered

[...]

6. 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.

7. Loss, theft of or damage to *baggage* and *sports equipment* contained in an *unattended* vehicle unless it is locked out of sight in a secure baggage area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorized or towed caravan locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.'

- The policy defines '**valuables**' as jewellery, manual watches, telescopes, binoculars and analogue cameras. Based on what I've seen, I don't think that's relevant to Mr S' claim. '**Baggage**' is defined as:

'Any items which belongs (sic) to *you* which are worn, used or carried by *you* during a trip, including *sports equipment* (but excluding *valuables*, *gadgets*, *ski equipment* and *personal money* and *important documents*).'

I think Mr S' claim against IPA related to cash, important documents and '**baggage**'.

- The policy defines '**unattended**' as:
'When you are not in full view of and not in a position to prevent unauthorised interference with your property or vehicle.'
- We generally think that policy exclusions about where items like cash, important documents or other items must be kept are significant restrictions on cover, which should be clearly highlighted to the consumer. I've looked at the policy documents and I think it's sufficiently clear in the policy terms I've set out above where

unattended items must be kept. In addition, the Insurance Product Information Document (IPID), which is a summary of the key features and exclusions says:

'What is not insured?

[...]

X Loss, theft of or damage to valuables, cash, important documents or personal money left unattended [...].'

- Mr S says he was in close proximity and in full view of the car the entire time. On balance, it seems unlikely Mr S was in full view of the car at all times. That's because he didn't see the theft occur. I'm satisfied Mr S' cash, important documents and baggage were left unattended and were not secured as required by the policy. I think IPA declined Mr S' claim in accordance with the policy's terms and conditions. I've gone on to consider whether that results in a fair and reasonable outcome in this case.
- I've thought about whether Mr S had any option other than to leave his backpack where he did. In the claim form, Mr S said his backpack was stolen from the back seat of the car. Subsequently, Mr S said his backpack was concealed beneath the front passenger seat. In the complaint form, he said the backpack was in the footwell of the middle row of seats. It's not clear to me exactly where Mr S left his backpack but it was in the body of the locked car.
- Mr S could have taken his cash and important documents with him when he paid for petrol. In relation to Mr S' **'baggage'**, he says the car boot was full. I think it may have been open to Mr S to rearrange luggage so that his **'baggage'** was *'...locked out of sight in a secure baggage area...'* and other, less valuable belongings were in the body of the car. In any event, I don't think it would be fair or reasonable to say IPA acted unfairly in relying on the exclusion in relation to **'baggage'** simply because there was too much luggage for it to be secured in the way IPA intended. Based on the information provided, I think Mr S had other options open to him in order to keep his personal belongings and money secure.
- IPA chose not to insure the risk of what happened here. I'm sorry to disappoint Mr S but in the particular circumstances of this case, I don't think there are any grounds on which I can fairly direct IPA to settle his claim outside the policy terms and conditions.

My final decision

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 S to accept or reject my decision before 30 December 2025.

Louise Povey
Ombudsman