

The complaint

Mrs T, Ms T1, Ms T2 and Ms T3 complain that Inter Partner Assistance SA (IPA) has turned down a personal possessions claim Mrs T made on a travel insurance policy.

As Mrs T brought the complaint to us, I've referred mainly to her.

What happened

Mrs T had been abroad on holiday. While she was at the airport, following her return flight, she noticed that her suitcase had been damaged. And when she returned home, she noticed that some items were missing. Mrs T says she sent an email to the airline at that point, letting it know about the loss. She made a claim on her travel insurance policy for the missing items.

IPA looked into Mrs T's claim and it carried out an interview with her. It considered there were some discrepancies in what she'd told it about what had happened. And as Mrs T hadn't obtained a Property Irregularity Report (PIR) from the airline when she noticed the damage to her suitcase, IPA considered she hadn't met the policy terms and conditions. So it turned down her claim.

Mrs T was very unhappy with IPA's decision and she asked us to look into her complaint.

Our investigator didn't think IPA had treated Mrs T unfairly. In summary, she didn't think it was unreasonable for IPA to have concluded that Mrs T hadn't shown she had a valid claim on her policy.

Mrs T disagreed and so the complaint's been 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.

Having done so, whilst I'm very sorry to disappoint Mrs T, I don't think it was unfair for IPA to turn down this claim and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory rules, the policy terms and the available evidence, to decide whether I think IPA treated Mrs T fairly.

I've first considered the policy terms and conditions, as these form the basis of the insurance contract between Mrs T and IPA. Section four – Personal belongings and money – sets out the cover IPA provides if a policyholder's personal belongings are lost or stolen while they're on holiday.

However, this section of the policy also sets out 'special conditions relating to claims'. This says:

'Special Conditions are important in the event of a claim. If you are unable to show they have been followed this may affect your ability to claim.

...

If any items are lost, stolen or damaged whilst in the care of an airline you must report this within the time limit contained in their terms and conditions and get a Property Irregularity Report.'

The policy also includes a section called 'Claims Evidence' which explains the information a policyholder will need to support a claim. For claims made under section four, the contract says that a policyholder must provide IPA with:

'Couriers report/Property Irregularity Report (PIR) from the carrier (this must be obtained immediately you are aware of an incident.'

I think the policy terms make it sufficiently clear that IPA will require a PIR from an airline if items are lost or stolen while in the airline's care. This isn't an unusual term in travel insurance policies and most, if not all, travel insurers will require similar documentation when dealing with claims of this nature.

It's a policyholder's responsibility to show that an 'insured event' happened and that they suffered the loss or damage of something they owned. That means it was for Mrs T to show that she'd suffered the loss of items that she'd claimed for and to provide reasonable substantiation of her claim.

Mrs T accepts that she noticed her suitcase was damaged while she was at the airport – and indeed, she took photos of the damage at that point. She also accepts that she didn't report the matter to the airline while she was at the airport or obtain a PIR. In my view, from the photos I've seen, the nature of the damage to her case was immediately apparent. So I don't think it was unreasonable for IPA to have concluded that she was aware of a potential incident while she was still at the airport. And therefore, that she ought to have obtained a PIR before leaving the airport. I appreciate Mrs T says she was unwell, which was the reason for waiting to get home before getting in touch with the airline. But in the circumstances, I don't think IPA unfairly concluded that Mrs T hadn't met the policy special conditions or provided the relevant claims evidence.

I'm also mindful that in this case, IPA has raised concerns with Mrs T about the claim. In particular, it concluded that despite her testimony to the contrary, her case hadn't been locked. It also wasn't persuaded that the items Mrs T has claimed for could have been stolen in the way she'd said, given the inner lining of her suitcase didn't appear to have been damaged.

Having considered the photos and IPA's evidence, as well as Mrs T's testimony, I don't think it was unfair for IPA to have concluded that Mrs T hadn't provided sufficient evidence to show she had a valid claim on the policy. So while I'm very sorry to disappoint Mrs T, I don't think it was unfair for IPA to have turned down her claim.

IPA has said that if Mrs T is able to provide further evidence from the airline in support of her claim, it will consider it further. It's open to Mrs T to provide IPA with any new evidence she may wish to provide. If she's unhappy with the outcome of the assessment of any new evidence, she may be able to make a new complaint about that issue alone.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T, Ms T1, Ms T2 and Ms T3 to accept or reject my decision before 19 December 2025.

Lisa Barham
Ombudsman