

The complaint

Miss A and Mr K complain that Inter Partner Assistance SA (IPA) declined their travel insurance claim and about the service it gave. My references to IPA include its agents.

As Mr K has taken the lead on the claim and complaint I'll refer to Mr K to include both complainants unless the facts require otherwise.

What happened

Miss A and Mr K had single trip travel insurance insured by IPA to cover a three day city break abroad.

Mr K told IPA that he realised his wallet was missing on arrival at the airport. Mr K said he didn't know whether he'd lost his wallet, containing £500, abroad or if he'd left it at home in the UK. When he got home he couldn't find his wallet so he contacted the UK police to report the wallet as lost. Mr K claimed on the policy for the value of the wallet and the £500.

IPA declined the claim. In its final response letter it said it understood from Mr K that the wallet had been lost abroad but he'd not reported the loss to the police in the country where the loss occurred within 24 hours of discovering the loss. Also he'd not evidenced any attempts to find the wallet. IPA said that meant his claim wasn't covered by the policy terms.

Miss A and Mr K complained to us. In summary Mr K said:

- IPA was unfair to apply the policy wording to make a police report to the country abroad when he didn't know where he'd lost the wallet. It would have been inappropriate to have reported the loss abroad without confirming the wallet wasn't at his home and lost.
- IPA's outsourced claims process was designed to 'frustrate policyholders into abandoning their claims', with 'minimal support, significant delays, and no reasonable discretion'.
- He complained to IPA on 21 March 2025 which it didn't acknowledge until 15 April 2025 after he chased it several times. It then responded to his complaint with a 'dismissive template'.
- IPA hadn't followed Financial Conduct Authority (FCA) principles and regulatory requirements.
- He wants IPA to pay his claim in full and compensation for his distress and inconvenience in making the complaint.

Our Investigator said IPA's claim handling and decision to decline the claim had been fair and reasonable. She thought we weren't able to consider the complaint about IPA's complaint handling.

Miss A and Mr K disagreed and wanted an Ombudsman's decision. Mr K said he was in the UK airport returning home when he realised he didn't have his wallet and he hadn't used his wallet during the three day break abroad. He added that he'd complied with the policy wording as he considered the wording required reporting to the police in the country where the loss was discovered, which was the UK.

What I provisionally decided – and why

I made a provisional decision that, like our Investigator I was intending to not uphold the complaint, but I was also considering the part of Miss A and Mr K's complaint about IPA's complaint handling. I said:

'The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I think IPA fairly handled and reasonably declined the claim. I'll explain why.

Mr K's claim falls under two sections of the policy. The first is section E "Baggage", for his claim for his lost wallet, as the policy definition of baggage includes "personal effects". The policy wording sets out the "*special conditions*" relating to the claim which include:

- "1. You must report to the local Police in the country where the incident occurred within 24 hours of discovery, or as soon as possible after that and get (at your own expense) a written report of the loss, theft or attempted theft of all baggage and/or valuables.*
- 2. If baggage and/or valuables are lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or your accommodation provider you must report details of the loss, theft or damage to them in writing and get (at your own expense) written confirmation.*
- 3. If baggage is lost, stolen or damaged whilst in the care of an airline you must (the requirements are detailed)..."*

Mr K's claim for the £500 cash falls under section F "Personal money, passport and documents". The policy wording sets out the "*special conditions*" relating to the claim which include:

- "1. You must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get (at your own expense) a written report of the loss, theft or attempted theft of all personal money, passports or documents.*
- 2. If personal money or passports are lost, stolen or damaged while in the care of a hotel or your accommodation provider you must report details of the loss, theft or damage to them in writing and get (at your own expense) written confirmation. Keep all travel tickets and tags for submission if a claim is to be made under this policy.*
- 3. If documents are lost, stolen or damaged while in the care of a carrier, transport..."*

Mr K initially told IPA that he didn't know where he'd lost his wallet and money. IPA told him it had assessed the claim on the understanding that he'd lost the wallet and money abroad, and Mr K didn't disagree.

I don't think Mr K fulfilled the above special conditions for cover which appear under the policy sections for his claim for his lost wallet and money. The policy terms require that he "*report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that*". Mr K hasn't objected to IPA assessing the claim on the basis that he lost his wallet and money abroad. So the country where the loss occurred was the country abroad and he didn't report the loss to the police in that country.

Under the policy terms IPA correctly said Mr K hadn't complied with the policy special conditions and correctly declined the claim in line with the policy wording.

I also have to consider what's fair and reasonable in the circumstances of the complaint. Mr K said IPA has been unfair in strictly applying the policy wording in his situation and I've considered his circumstances. He wanted to check the wallet wasn't at home before he concluded it was lost. Once he knew the wallet was lost, he didn't know where he'd lost it so he could have lost it anywhere – on the outward or return flights, at the accommodation where he and Miss A stayed, in taxis they took, walking round the city abroad or at the airports. But there's no evidence that Mr K contacted any transport or accommodation providers or authorities to see if they had found the wallet and money. I think that would have been reasonable action for Mr K to have taken, particularly as he'd lost a considerable amount of money. I don't think Mr K can reasonably consider that he did enough to report the loss of his wallet and money, and to attempt to find them, just by reporting the loss to the police in the UK.

Overall I'm satisfied that IPA reasonably declined the claim.

IPA should handle claims promptly and fairly and can do so through its appointed agent if it wishes to. I haven't seen evidence that IPA's claims process was designed to encourage policyholders to abandon their claims or that there was 'minimal support, significant delays, and no reasonable discretion' by IPA, as Mr K suggests. He made his claim in mid February 2025 and IPA then reasonably requested documents and information to be able to assess the claim. IPA first told Mr K it was declining the claim about a month after he'd made the claim and that's within a fair timescale.

Our Investigator said we couldn't consider Mr K's complaint about IPA's complaint handling. But I think we can look at that part of his complaint in these circumstances as IPA's complaint handling is ancillary to a regulated activity covered by the rules we operate under. Mr K complained to IPA on 21 March 2025 and although it didn't acknowledge the complaint straight away it did so about three weeks later, giving the date by which it would send a final response letter. Mr K knew IPA should give its response within eight weeks of his complaint, he referred to the timescale in a chasing letter to it. IPA's final response was within the required timescale. Mr K says that letter was on a 'dismissive template'. He may not agree with the letter's content but I think IPA's letter sets out why it was declining the claim.

I don't agree with Mr K's suggestion that IPA acted contrary to FCA principles and regulatory requirements. I'm satisfied that IPA gave him a fair service and reasonably declined the claim.

I only award compensation for distress and inconvenience when that's been caused by the unreasonable action of an insurer. IPA hasn't acted unreasonably and there's no basis for me to say it has to pay compensation or apologise to Mr K'.

Responses to my provisional decision

Neither Miss A, Mr K or IPA responded to my provisional 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.

As neither Miss A, Mr K or IPA have responded to 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 don't uphold the complaint. I'm satisfied that IPA gave them a fair service, reasonably declined the claim and reasonably handled their complaint about its claim handling and outcome.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A and Mr K to accept or reject my decision before 8 January 2026.

Nicola Sisk
Ombudsman