

## **The complaint**

Mr and Mrs R have complained that Inter Partner Assistance SA (IPA) has declined a claim they made on their travel insurance policy after they had a bag stolen.

As it is Mr R making the complaint on behalf of both of them, I will mostly just be referring to Mr R in this decision.

## **What happened**

On 19 January 2023 Mr and Mrs R arrived at their holiday destination in Europe. They caught a taxi from the airport to their hotel. They took their luggage from the boot and paid the driver. He then drove off before they could remove a small bag from the back seat. The bag contained their passports, holiday money, mobile phone, earbuds and prescription glasses.

IPA declined the claim on the basis that the circumstances were not covered under the policy terms.

Our investigator thought that IPA had acted reasonably in declining the claim. Mr R disagrees with the investigator's opinion and so the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on IPA by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for IPA to handle claims promptly and fairly, and to not unreasonably decline a claim.

Mr R has made reference to the new Consumer Duty. This was introduced on 31 July 2023 and isn't retrospective, so it doesn't apply to this complaint as the event being complained about happened before the Consumer Duty was introduced. However, I have considered the rules and standards that were in place at the time instead, as set out above.

Looking at the policy document, it states under 'Section E - Baggage':

*'What is not covered*

*2. Loss, theft of or damage to valuables left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.*

*5. Loss, theft of or damage to mobile phones, unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, motor*

*accessories, documents of any kind, bonds, securities, perishable goods (such as foodstuffs), bicycles, ski equipment, gold equipment and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incident of damage).'*

Under 'Section F – Personal Money, passport and documents', it states:  
'What is not covered

*2. Loss, theft of or damage to personal money or your passport or visa if left unattended at any time (including in a vehicle, in checked in luggage or whilst in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.'*

The policy also provides a definition of 'Unattended', which is:

*'Means when you are not in full view of and not in a position to prevent unauthorised interference with your property or vehicle.'*

Mr R says he prefers a different definition of 'unattended' from a particular dictionary. However, this is not a matter of preference. An insurer will decide what risks it is willing to cover and sets those out in the terms and conditions of the policy document. So, it will word the policy in such a way as to express the particular circumstances it will cover, including its own definitions of certain key words or phrases.

I appreciate Mr R has misgivings about the policy terms. However, on balance, I consider that they are clear, as they set out the specific events that are covered, and not covered, in the event of theft of baggage.

There's clearly no fault on the part of Mr and Mrs R. They were the victims of an unscrupulous person who took advantage of the situation. The stress and upset must have been immense. They also did all the right things, such as getting the hotel to call the taxi firms, contacting the police, and Mr R returning to the airport to try and find the driver.

The bag contained valuables, passports and money. As Mr R has said, the theft cost them time and money. However, the question is whether the circumstances of the theft are covered under the policy terms – and unfortunately I don't think they are.

The small bag was left in the back of the taxi whilst they unloaded the boot and paid the driver. They didn't have sight of it. And it seems clear that they weren't in a position to prevent unauthorised interference with it. So, I'm satisfied that the small bag had been left unattended, as defined under the policy terms.

I've also looked at the remainder of the policy wording, to see if there were any other sections under which the claim could be considered. However, the circumstances they found themselves in do not fall within the scope of the wider policy terms.

Whilst I know it will be disappointing for Mr R, I don't think IPA has done anything wrong in the way it assessed the information to then decline the claim. It follows that I do not uphold the complaint.

## **My final decision**

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 31 January 2024.

Carole Clark  
**Ombudsman**