

## **The complaint**

Mr and Mrs N complain that Inter Partner Assistance SA declined their claim against their travel insurance policy. Reference to IPA includes its agents.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, in January 2023, Mr N booked a trip with departure and return dates of 9 July 2023 and 24 July 2023 respectively. In May 2023, Mr N booked car rental with the airline. Mr and Mrs N also took out an annual travel insurance policy underwritten by IPA.

Mr and Mrs N say that the departure of their outbound flight was delayed due to staffing issues. The scheduled time of arrival at their destination was 8.50pm but they've told us that their flight didn't land until 10.20pm. They say that on arrival at their destination airport there were long queues at immigration. Mr N phoned the rental car provider and was instructed by a recorded message to go to the car pick-up point. But when they arrived at the car pick-up point there was no car waiting for them and no-one from the car rental company to deal with the matter, either in person or on the phone. They were concerned about the health of their son who's disabled. After some time, they travelled by taxi to their accommodation.

The following day, Mr N phoned the car rental office and subsequently returned to the airport by taxi. The car rental company said that it had cancelled Mr N's booking as he was a 'no-show'. Mr N paid for another car rental.

Mr N complained to the airline but didn't receive a refund. In July 2023, he made a claim against the policy. In September 2023, IPA declined the claim. It referred to an exclusion in the policy in relation to costs associated with rearranging travel plans due to a public transport provider changing its scheduled timings. Mr N complained about IPA's decision to decline his claim. In response to his complaint, IPA offered compensation of £50 in relation to Mr N's concerns about delay in dealing with the claim. Mr N didn't accept that.

Mr and Mrs N pursued their complaint. They want IPA to pay something towards the cost of the replacement car rental.

One of our investigators looked at what had happened. She thought that IPA had declined the claim in accordance with the policy terms. The investigator said that Mr and Mrs N's flight was delayed for less than 12 hours, so their claim didn't fall within the travel delay benefits. She said that the policy didn't cover additional costs caused by the airline changing its flight schedule. The investigator said that she'd looked at the policy terms but it didn't cover what happened here. She thought that the compensation of £50 IPA had offered in relation to service issues was fair and reasonable.

Mr and Mrs N didn't agree with the investigator and asked that an ombudsman consider their complaint, so it was 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.

It's clear and quite understandable that Mr and Mrs N have very strong feelings about this matter. Through no fault of their own, they were inconvenienced at the start of their trip and lost out financially in having to travel by taxi and book another rental vehicle. I'm conscious that I've condensed what I don't doubt was a very frustrating 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 trust that Mr and Mrs N will not take as a discourtesy the fact that I focus on what I consider to be the central issue, that is whether IPA acted fairly and reasonably in its handling of their claim.

### The relevant terms and conditions

The relevant policy terms say as follows:

#### **'Section 3 – Disruption or delay to travel plans**

[...]

##### **Travel Delay**

2. If **you** arrive later than planned at **your** destination due to a delay of **public transport** we will pay **you** up to the amounts shown in the Table of Benefits for each period of delay (as displayed in the Table of Benefits) **you** suffer up to the maximum shown (to help **you** pay for telephone calls, meals and refreshments purchased during the delay).

##### **Travel Disruption**

3. **We** will pay **you** up to the amount shown in the Table of Benefits for **your** reasonable additional accommodation and **public transport** travel expenses (up to the standard of **your** original booking) so that **you** may continue **your trip** if **your trip** is disrupted due to

- [...]
- The **public transport** on which **you** were booked to travel being cancelled or delayed for at least 12 hours, diverted or redirected after take-off;

[...]

##### **What is not covered**

[...]

8. Any costs associated with rearranging **your** travel plans due to the **public transport** provider changing their scheduled timings which in turn impacts **your** planned itinerary.'

The schedule of benefits provides that the maximum claim for travel delay is £150: £15 for each full six hours delayed, then £15 for each 12 hours.

### Has IPA acted unfairly or unreasonably?

The relevant rules and industry guidance say that IPA has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably. I don't uphold this complaint and I'll explain why:

- Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general terms, insurers can decide what risks they wish to cover.
- The policy provides cover for disruption or delay to travel plans but doesn't cover every cost or expense that may occur following disruption or delay. The policy says

that IPA will pay £15 for six hours delay and then £15 for each 12 hours after that, up to the maximum of £150. The policy also says that it will pay reasonable additional accommodation and public transport expenses if public transport was cancelled or delayed for at least 12 hours.

- The delay suffered by Mr and Mrs N in this case was less than the period of delay which triggers payment. In any event, their policy doesn't cover them for additional car hire costs. And there's an exclusion in the policy in relation to costs associated with rearranging travel plans due to a public transport provider changing their scheduled timings.
- I've looked at the policy as a whole and I'm afraid it doesn't cover what happened here. I've considered whether it would be fair and reasonable to direct IPA to settle Mr and Mrs N's claim in any event, but I don't think it would. I think that IPA is entitled to rely on the terms of the policy.
- I'm sorry to disappoint Mr and Mrs N but there are no grounds on which I can fairly direct IPA to settle their claim.
- IPA has previously offered Mr and Mrs N compensation of £50 in relation to its delay in dealing with their claim. I think that offer is fair and reasonable. If Mr and Mrs N wish to take up that offer, they should contact IPA direct.

### **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 N and Mrs N to accept or reject my decision before 4 March 2024.

Louise Povey  
**Ombudsman**