

The complaint

Mr and Mrs M are unhappy with how Inter Partner Assistance SA (IPA) settled their claim.

What happened

Mr and Mrs M had a travel insurance policy underwritten by IPA. They travelled abroad with their three children. Unfortunately, on 4 June their return flight was cancelled due to strike action.

Mr and Mrs M said they were advised by the airline to check their website for the next available flight. But there wasn't one available for the family of five until 8 June.

They felt this was too long a delay, so they explored alternative options themselves and found alternative flights home with a different provider for 5 June 2023.

Mr and Mrs M submitted their claim for the additional costs they'd incurred for their extended trip and new flights. IPA reviewed the claim under the 'Delayed Departure' section of the policy and agreed to provide benefit for one 12 hour period of delay – totalling £100 for five people.

Mr and Mrs M didn't think this was fair. They wanted IPA to cover all the additional costs they'd incurred and cover their claim under the 'Cancellation' section of the policy.

Our investigator looked into what had happened and said she didn't think IPA had settled the claim fairly. She agreed that the cancellation terms didn't apply because their trip had already started. But she thought it was fair for IPA to increase the delayed departure benefit to 7 periods of 12 hours (up until the next available flight on 8 June) to cover what would've happened if Mr and Mrs M hadn't made alternative arrangements to travel home on 5 June 2023.

IPA disagreed. They disputed the next available flight wasn't until 8 June because the arrivals historical records for their intended airport didn't show a flight on that date from their destination. They also noted there were other flights landing in the days prior.

Our investigator provided evidence to show that a flight left Mr and Mrs M's location on 8 June and landed back at the UK airport just after midnight on 9 June. She said this was the flight Mr and Mrs M had made reference to, so she had no reason to doubt their testimony.

IPA accepted they should cover more than the one day period they'd offered. But in the circumstances they didn't think 7 periods of 12 hours was fair. So they offered to cover one additional day (to 5 June).

Mr and Mrs M didn't accept. So the case has been passed to me to make 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.

The rules say a business must handle claims promptly and fairly and shouldn't unreasonably reject a claim.

Mr and Mrs M requested IPA cover the additional costs they incurred following the cancellation of their return flight home - this included the additional flights, overnight accommodation, food and taxi expenses. They said these costs should be covered under the cancellation section if the policy.

The policy terms say:

"Cancellation cover will be operative from the date stated in the schedule or the time of booking any trip (whichever is the later date) and terminates on commencement of any trip."

Mr and Mrs M were returning home when their flight was cancelled, so it was fair for IPA to conclude this section of the policy doesn't apply.

The delayed departure policy terms state:

"We will pay you:

1. £20 for the first completed 12 hours delay and £20 for each full 12 hours delay after that, up to a maximum of £200 (which is meant to help you pay for telephone calls made and meals and refreshments purchased during the delay) provided you eventually travel.

2. Up to £2,000 for any irrecoverable unused travel and accommodation costs and other pre-paid charges which you have paid or are contracted to pay, if:

a. After a delay of at least 12 hours.

b. Following cancellation, no suitable alternative public transport is provided within 12 hours of the scheduled time of departure.

You choose to cancel your trip before departure from the United Kingdom"

This means the policy provides £20 benefit per person for every full 12 hour delay. And it will cover the costs of *unused* travel and accommodation costs. But not the cost for *additional* travel or accommodation expenses.

I appreciate why Mr and Mrs M would've felt an additional four days was too long to wait. So I think it's reasonable they explored alternative options to find a faster way to get home with their three children. I'm pleased they were able to make alternative arrangements and travel back on 5 June. But as explained above, the policy doesn't provide cover to reimburse Mr and Mrs M for the additional flights and accommodation costs they incurred.

So I've gone on to consider if it was fair for IPA to only pay benefit for one 12 hour period of delay per person. And I don't think it was.

Mr and Mrs M have provided persuasive testimony that the next available flight with their airline wasn't until 8 June. This testimony has been supported by evidence of a flight leaving where Mr and Mrs M were on 8 June. And it landed back at the UK airport just after midnight on 9 June. So I don't think it's unreasonable to conclude this is the flight Mr and Mrs M made reference to.

IPA has provided documentation to show that flights left their location prior to 8 June 2023. But this doesn't confirm there was availability for Mr and Mrs M and their three children. If

these flights had availability, I don't think Mr and Mrs M would have explored alternative travel arrangements and incurred additional costs if they didn't need to.

I'm also persuaded that following a strike, its likely a family of five wouldn't have been able to book the first available new flights- these events tend to cause a backlog of both customers and flights. So I don't think Mr and Mrs M's testimony that their next available flight wasn't until 8 June is unreasonable.

From the evidence provided, I'm persuaded it's likely 8 June was the next first available flight for the family. Given the reasonable action taken by Mr and Mrs M and that their additional costs aren't covered, I think in the circumstances of this case it's fair for IPA to provide the delayed departure benefit for the 7 periods of 12 hours they would have had to cover had Mr and Mrs M not made alternative arrangements themselves.

Putting things right

I direct Inter Partner Assistance SA to put things right by:

- Paying Mr and Mrs M the delayed departure benefit for 7 periods of 12 hours per person in total.

My final decision

I uphold this complaint against Inter Partner Assistance SA and direct them to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 17 July 2024.

Georgina Gill
Ombudsman