

The complaint

Mr G has complained that Inter Partner Assistance SA (IPA) declined a claim he made on his travel insurance policy.

The complaint involves the actions of the policy administrators, acting on behalf of IPA. To be clear, when referring to IPA in this decision I am also referring to any other entities acting on its behalf.

What happened

Mr G was on a trip abroad in December 2023 and about to embark on his return journey. However, the first leg of that flight was cancelled. As a result of that, he missed his connecting flight back to Europe. The airline refunded him for the cancelled flight. But he had to purchase a new ticket to the hub airport and then another ticket from there back to Europe (although to a different city than originally planned). So, he made a claim on the policy for the additional costs incurred.

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

Our investigator thought that it was reasonable for IPA to decline the claim, in line with the policy terms and conditions. Mr G disagrees and so the complaint had 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.

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. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

IPA offers different levels of cover. It says that the scenario being claimed for may have been covered if Mr G had purchased 'Silver' cover or above. However, Mr G opted for the lower 'Standard' level of cover.

Mr G has talked about buying bespoke insurance. But he purchased the policy via a comparison website and did not receive any individual advice about its suitability. It was therefore his responsibility to ensure that the policy met his needs.

Looking at the Standard policy, it offers cover for:

- Cancellation or curtailment
- Emergency medical and other expenses
- Baggage
- Personal money, passport and documents
- Personal liability
- Personal accident

Crucially, it does not provide cover for travel delay or missed departure.

Mr G says that the policy has curtailment cover of up to £1,000, which is true. However, what happened to him doesn't meet the definition of 'curtailment', which is:

'Abandoning or cutting short the trip by direct early return to your home area....'

The circumstances also do not fall under cover for 'cancellation' as that relates to cancelling a trip before it has started.

I have a great deal of sympathy for Mr G's situation. The flight being cancelled was outside of his control. That resulted in considerable inconvenience and expense. However, the question is, are those circumstances covered under the policy terms – and unfortunately, they are not.

Based on the available evidence, I'm satisfied that it was reasonable for IPA to decline the claim, because travel delay and missed departures are not covered under the policy terms.

There's been some mention of the airline being responsible for paying compensation. However, as I understand it, the airline did refund the cost of the cancelled flight.

Mr G has mentioned that he would not have taken out the policy if he understood that he would not be covered for delayed or cancelled flights, so he thinks the policy was mis-sold. However, although IPA is the underwriter of the policy, it was not responsible for the sale, so that is not an issue that I can look at here.

I've thought very carefully about what Mr G has said. However, whilst I know it will be disappointing for him, I am unable to conclude that IPA did anything wrong. 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 Mr G to accept or reject my decision before 11 July 2024.

Carole Clark
Ombudsman