

## **The complaint**

Mr M complains that Inter Partner Assistance SA (IPA) declined his travel insurance claim. My references to IPA include its agents.

## **What happened**

Mr M had a single trip travel insurance policy insured by IPA. He'd booked a flight from London to go abroad transiting through an airport in the USA. At the London airport the airline terminal attendants told Mr M he needed an Electronic System for Travel Authorisation (ESTA) to transit through the USA, which he didn't have.

Mr M says the airline staff at the terminal told him that he could board the flight if he obtained an ESTA at least 30 minutes before his flight departure time. Mr M says that despite receiving the ESTA one hour before the flight time he was denied boarding and wrongly put down as a 'no show' for the flight. Mr M bought new flights to get to his destination which cost about £1,000.

Mr M asked his travel agent and the airline companies to refund the cost of his new flights but they refused. He claimed on his travel insurance policy. IPA declined the claim, it referred to a policy exclusion which it said meant Mr M's situation wasn't covered.

Mr M complained to us. He said he shouldn't have been refused boarding on his original flight as he got the ESTA within the time the airline staff told him. He had severe stress on the day as it was a holiday of a lifetime. He'd had financial difficulties made worse by having to pay for the new flights. Mr M wants IPA to pay the cost of the new flights or to liaise with the airlines and travel agent to demand a refund.

Our Investigator asked IPA for its file four times but IPA didn't provide its file.

Our Investigator considered the documents Mr M provided to us. She said the exclusion that IPA relied on to decline the claim only applied to the cancellation section of the policy. She recommended that IPA reassess the claim under the travel disruption section of the policy, subject to any applicable exclusions and/or excesses.

IPA then provided its file. It referred to another exclusion in the policy, under the travel disruption section, to say that Mr M's claim wasn't covered. Our Investigator said that exclusion wasn't clear enough to decline the claim so IPA should still reassess the claim subject to any exclusions.

IPA disagrees and wants an Ombudsman's 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.

This Service can only consider complaints about 'regulated businesses' as defined by the regulator's (the Financial Conduct Authority) rules. That means I can only consider Mr M's complaint about his insurer, IPA, not paying his claim. I can't consider his concerns about the information he was given by the airline terminal attendants or his travel agent as they aren't businesses we can consider complaints about.

The regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

IPA first declined Mr M's claim using the exclusion under the cancellation section of the policy that said it wouldn't pay a claim if Mr M was:

*'Denied boarding due to your anti-social behaviour, drug use, alcohol or solvent abuse or your inability to provide any valid important documents or other documentation required by the public transport operator or their handling agents'.*

I think IPA could reasonably use that exclusion if Mr M had a cancellation claim as he was denied boarding the flight due to not being able to provide the ESTA at the relevant time (even if he was initially told by the airline terminal attendants that he would be able to board if he produced the ESTA no later than 30 minutes before boarding).

Our Investigator told IPA to reassess the claim under the travel disruption section of the policy. The 'Disruption or delay to travel plans' section of the policy covers claims where *'you are involuntarily denied boarding...'* subject to the other policy terms, so potentially could cover Mr M's claim.

The policy exclusion IPA referred to under the travel disruption section to decline the claim said there was no cover for a claim due to:

*'Your inability to travel due to you not producing vaccine certificates, medical tests/documents which are needed to travel'.*

Our Investigator considered that the exclusion referred to medical documents which didn't apply to Mr M's situation. IPA says the exclusion isn't limited to medical documents and applies as Mr M hadn't been able to produce documents needed to travel.

If a policy term is unclear then generally I consider that it's fair to interpret the policy wording in favour of the consumer. I think the above exclusion isn't clear enough that it refers to any document. I think the exclusion can be reasonably read to only mean medical documents. Mr M wasn't unable to travel because he couldn't produce medical documents, so I don't think it's fair for IPA to rely on that exclusion to decline the claim.

I'm satisfied that the fair and reasonable outcome is for IPA to reassess Mr M's claim under the 'Disruption or delay to travel plans' section of the policy subject to the remaining policy terms, conditions and exclusions.

### **My final decision**

I uphold this complaint and require Inter Partner Assistance SA to reassess Mr M's claim under the 'Disruption or delay to travel plans' section of the policy subject to remaining policy terms, conditions and exclusions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 September 2024.

Nicola Sisk  
**Ombudsman**