

The complaint

Mrs F complains that Inter Partner Assistance SA (IPA) declined her claim against her travel insurance policy.

What happened

In summary, Mrs F took out a single trip travel insurance policy underwritten by IPA in relation to a trip in January 2024. Her return journey involved a train journey followed by a flight. Train staff escorted her to the wrong train, so she wasn't able to arrive at the airport in time for her return flight. Mrs F incurred additional travel and accommodation expenses and made a claim against her policy. IPA declined the claim. It said what happened here wasn't covered by the policy.

Mrs F didn't think IPA had treated her fairly. She thinks it's arguable that what happened here comes within the policy terms because it could be interpreted as a failure of public transport or come within the definition of industrial action. Mrs F didn't think IPA had treated her fairly in its interpretation of the terms and conditions. She wants IPA to settle her claim and to pay compensation for distress and inconvenience.

One of our Investigators looked at what had happened. The Investigator didn't think IPA had treated Mrs F unfairly or unreasonably in declining her claim. She said IPA had declined the claim in accordance with the terms and conditions. The Investigator didn't think it was reasonable to consider what happened here as industrial action.

Mrs F didn't agree with the Investigator. She said the terms and conditions of the policy are open to interpretation and have been interpreted in favour of IPA, which she thought was wrong.

The Investigator considered what Mrs F said but didn't change her view. Mrs F asked that an Ombudsman consider her 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.

I've taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say that IPA should deal with claims promptly and fairly, and must act to deliver good outcomes for retail customers.

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 onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy.

The relevant part of the policy says as follows:

'Section I – Missed departure

(...)

What is covered

*We will pay **you** up to £1,000 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination or returning to **your home**, if **you** fail to arrive at the departure point (...) in time to board the **public transport** on which you are booked to travel on the initial international outbound and return legs only of the **trip** as a result of:*

- 1. The failure of other **public transport**.*
- 2. An accident to or breakdown of the vehicle in which **you** are travelling.*
- 3. An accident or breakdown happening ahead of **you** on a public road which causes an unexpected delay to the vehicle in which you are travelling.*
- 4. **Strike or industrial action or adverse weather conditions.***

Mrs F says what happened to her could be considered to be a failure of public transport or resulting from industrial action. I'm afraid I don't agree. Mrs F missed her return flight because train staff directed her to the wrong train, so she couldn't get to the airport on time for her return flight. The public transport on which she travelled or intended to travel didn't fail. And the policy defines '**Strike or industrial action**' as '*...any form of industrial action which is carried out with the intention of stopping, restricting or interfering with the production of goods or provision of services*'. That doesn't describe what happened here.

I think IPA acted fairly and reasonably in declining Mrs F's claim in accordance with the terms and conditions of the policy. I've gone on to consider whether IPA should settle Mrs F's claim in any event but there are no grounds on which I can fairly direct IPA to do so. IPA has set out in the policy the insured events leading to missed departure. The events it has listed are typical of policies of this type and don't include the unfortunate circumstances which led to Mrs F missing her return flight.

I'm sorry to disappoint Mrs F and I appreciate she incurred additional expenses through no fault of her own, but for the reasons I've explained, I don't think IPA acted unfairly or unreasonably in declining her claim.

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 Mrs F to accept or reject my decision before 22 October 2024.

Louise Povey
Ombudsman