

The complaint

Mr W complains that Inter Partner Assistance SA (IPA) declined his claim against his travel insurance policy. Reference to IPA includes its agents.

What happened

In summary, Mr W had a single trip travel insurance policy underwritten by IPA in relation to a trip with planned departure and return dates of 18 November 2023 and 2 December 2023 respectively. Mr W had three flights on his return trip. The first flight was with an airline I'll refer to as 'A' and the other two flights were with an airline I'll refer to as 'C'.

Mr W says his first flight was due to depart at 3.55pm and land at 4.35pm but it was delayed. The airline gave him a different flight number and the replacement flight was delayed further. He arrived at the airport for his second flight at 7.45pm. His second flight was due to depart at 7.45pm, so he missed it.

Mr W says his girlfriend in the UK contacted IPA and it told her to book another flight and that Mr W would be able to make a successful claim for the cost of a replacement flight. Mr W's girlfriend booked a new flight for Mr W and he arrived in the UK at 6.40pm on 2 December 2023, 12 hours and 10 minutes later than his original itinerary.

Mr W made a claim against his policy for reimbursement of the additional flight costs. IPA declined his claim and said Mr W hadn't allowed enough time between flights. Mr W didn't think that was fair and pursued his complaint. In its final response to Mr W, IPA said it required written confirmation from the airline stating the cause and length of the delay before it could assess Mr W's claim. Mr W contacted A but wasn't able to get the information IPA required. He referred his complaint to this service.

Mr W says he contacted A numerous times in order to get the information IPA required but without success. He says IPA gathers evidence from hospitals in claims for emergency medical treatment and is treating him unfairly in not getting the information from A itself. Essentially, he didn't think IPA had treated him fairly. Mr W wants IPA to settle his claim for his additional flight costs.

One of our Investigators looked at what had happened. She considered what the policy said about cover for missed departure and didn't think IPA had acted unfairly in concluding Mr W hadn't shown he'd left enough time to ensure he'd catch his connecting flight.

The Investigator also considered what the policy said about travel delay but said Mr W hadn't been able to provide evidence from A about the delay. She said for claims for disruption or delay, the policy was clear about the evidence required to support a claim and Mr W hadn't been able to provide it.

The Investigator said she hadn't been able to obtain a recording of the phone call by Mr W's girlfriend. On balance, she didn't think Mr W had lost out because of what may

have been said in that phone call. That was because whatever IPA had told Mr W's girlfriend, he had to buy a new flight to the UK.

Mr W didn't agree with the Investigator. There was further correspondence, which I won't set out here. The Investigator considered what Mr W said but didn't think it changed the outcome of the complaint.

Mr W provided the Investigator with a '*flight certification*' from A which contained information about the duration of and reason for the delay to the flight which replaced Mr W's original first flight. The Investigator put that to IPA but didn't receive a response. Mr W asked that an Ombudsman consider his 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 IPA should deal with claims promptly and fairly.

Mr W has recently provided this service with evidence from A about the duration of and reason for the delay to his replacement flight. I don't consider what A has said as part of this complaint, as IPA didn't have that evidence when it sent Mr W its initial or final response. If Mr W wants IPA to assess his claim with the benefit of the information from A, he should contact IPA direct and ask it to do so. If he's not happy with its response, he can complain to this service.

In this decision, I'm considering whether IPA acted fairly and reasonably in declining Mr W's claim for the reason it gave in its initial response of 4 January 2024 and in asking for further information in its final response of 15 April 2024.

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. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy, the onus shifts to the insurer to show how the exclusion applies.

The relevant parts of the policy says as follows:

'Section 3 – Disruption or delay to travel plans

[...]

What is covered

1. Missed departure

*If **you** fail to arrive at the departure point in time to board the **public transport** on which **you** are booked to travel as a result of:*

*a) the failure of other **public transport***

[...]

*Then **we** will pay **you** up to the amount shown in the Table of Benefits for reasonable additional accommodation (room only) and **public transport** (economy only) so that **you** may continue your trip.*

2. Delayed arrival

*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 12 hour period of delay you suffer up to the maximum shown.*

[...]

Special conditions relating to claims

*Special conditions are important in the event of a claim. If you are unable to show they have been followed this may affect **your** ability to claim.*

[...]

*2. **You** must allow enough time to arrive at the departure point and check in for **your** outward or return journey.*

What is not covered

[...]

7. Claims arising from:

[...]

*b) Any costs incurred as a result of **you** not planning **your** journey correctly, **you** must allow enough time to complete **your** journey and arrive at the time stipulated by the travel provider.'*

Did IPA act fairly and reasonably in relying on the exclusion at 7. b above

IPA initially relied on the exclusion I've set out above and declined Mr W's claim on the basis he didn't allow enough time to complete his journey. The exclusion says Mr W must arrive at the time stipulated by the travel provider. The travel provider for Mr W's second flight was C.

Mr W says he's unsure of C's recommended check-in time but was aware that check-in closes ninety minutes before departure. He says that his original first flight was due to land at 4.35pm, which gave sufficient time before his next departure at 7.45pm.

The documentation I've seen in relation to Mr W's first flight shows that it was due to land at 5.25pm. I haven't seen any documentation to support Mr W's recollection that his first flight was due to land at 4.35pm. So, I proceed on the basis that Mr W had planned for two hours and 20 minutes between flights one and two.

On our enquiry to C, it said it recommends arrival at the airport for Mr W's second flight three hours before the scheduled departure time. That's consistent with the airport's website which recommends travellers are at the airport three hours before the flight.

Based on what I've seen, I don't think IPA was at fault in declining Mr W's claim on the basis he hadn't allowed enough time to complete his journey, as he hadn't planned to arrive at the airport for his second flight three hours before it departed.

IPA's request for supporting documentation from A

In its final response to Mr W, IPA said it couldn't proceed with his claim as it required written confirmation from A stating the cause and length of the delay. The policy provides a list of evidence Mr W must provide when making a claim for disruption or delay to travel plans. Confirmation from the carrier of the reason and duration of the delay is one of the things listed.

Mr W has had great difficulty getting information from A and I appreciate that was frustrating. Mr W says IPA gathers evidence from hospitals in claims for emergency medical treatment and is treating him unfairly in not getting the information from A itself. As the Investigator has explained, where there's emergency medical treatment abroad, an insurer may have a direct relationship with the hospital providing medical care and so may contact the hospital direct. IPA has no similar relationship with A. In any event, it's a condition of the policy that Mr W

provides all information IPA reasonably requires. I don't think IPA acted unfairly or unreasonably in asking Mr W for evidence from A before assessing his claim.

The phone call between Mr W's girlfriend and IPA

Mr W says IPA told his girlfriend to book another flight and Mr W would be able to make a successful claim for the cost of a replacement flight. The recording of the phone call isn't available. That's not unusual – some phone calls are not recorded or recordings are not retained. Where there's a dispute about what's happened – as there is here - I come to a decision based on what I think is most likely to have happened, based on the available evidence and the surrounding circumstances.

I think it would be unusual for IPA to authorise a claim on first contact, without having sight of a claim form or supporting evidence. The more unlikely something is, the more evidence is required to show it happened. There's nothing to support Mr W's assertion his girlfriend was told he'd be able to make a successful claim for the cost of a replacement flight. On balance, I don't think I can safely conclude IPA said Mr W could make a successful claim.

Even if I reached a different conclusion about that, it wouldn't alter the outcome here. That's because when something like this happens, we don't proceed on the basis the incorrect information is true. Instead, we look at the effect on the individual. Here, Mr W would have had to arrange an alternative flight in any event. Any incorrect information provided by IPA wouldn't have altered that.

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 W to accept or reject my decision before 25 November 2024.

Louise Povey

Ombudsman