

The complaint

Mr A W and the remaining complainants on this complaint are unhappy that Inter Partner Assistance SA (IPA) has declined to fully settle their travel insurance claim.

Mr A W is the main policyholder and the lead complainant on this complaint– I'll refer to him as Mr W. I'll therefore also refer only to him in this decision although there are nine other family members who are joined onto this complaint.

Any reference to IPA includes all its agents.

What happened

In September 2023, Mr W took out a single trip travel insurance policy for him and his family. The underwriter on the policy is IPA. They were due to go on a family trip together on 8 October 2023. Their plan was to take the train to London and take the Eurostar from there onto their destination.

Before they were due to depart, Mr W received a message from the train provider that the train was cancelled. They decided to make alternative arrangements to reach their destination so they could continue the rest of their planned trip. Four members of the family picked up the Eurostar and the remaining six members of the family took a flight to reach their destination. They incurred additional costs.

Upon their return, Mr W submitted a claim to IPA. It reviewed the claim and accepted it up to the limit of £20 per person from the delayed departure section of their policy. So, in total IPA paid £200 for the claim. IPA said the policy didn't provide cover for any additional travel, accommodation, or unused expenses under their policy. And there was also no cover for cancellation costs as they didn't cancel their trip.

Mr W was unhappy with this as their total cost for making alternative arrangements was approx. £2,700. So, he brought his complaint to this service.

Our investigator didn't uphold the complaint. She thought IPA hadn't unfairly declined part of their claim. There was a limit to the delayed departure section of the policy and IPA had settled this part of the claim fairly. She also said the additional costs weren't covered and there was no cover under the cancellation section either as the situation didn't apply in the circumstances.

Mr W disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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.

At the outset, I understand the family suffered a bereavement of Mr W's wife and this trip was supposed to be a family holiday to celebrate milestone birthdays for Mr W and his late wife. I'm sorry for their loss and I acknowledge this situation has been difficult for them.

The relevant rules and industry guidelines say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when deciding that I think is fair and reasonable in the circumstances of Mr W's complaint.

As is commonplace with insurance policies, IPA's policy doesn't provide cover for every eventuality. But as long as IPA sets out what is and isn't covered by the policy in its terms and conditions, it can decline to pay for anything which it has excluded within those terms. So, I need to decide if IPA has applied its terms fairly.

I've started by looking at the terms and conditions of the policy.

Page 27 and page 28 sets out the cover available for disruption or delay to travel plans. This says:

'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:

[...]

d) strike or adverse weather conditions

[...]

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

- An additional limit is payable for claims where a delay to your return flight means you incur additional kennel or cattery fees, as displayed in the Table of Benefits.*

What is not covered

[...]

8. Any costs associated with rearranging your travel plans due to the public transport provider changing their scheduled timings which in turn impacts your planned itinerary.

[...]

So based on section 3 above, the missed departure part doesn't apply in this case. This is because Mr W and his family didn't fail to arrive at the departure point in time to board the train. They didn't arrive at the departure point at all and they didn't miss the departure. The

train was cancelled so they made alternative arrangements to reach their planned destination. They were also made aware of the train cancellation in advance of their departure time.

The delayed arrival does apply to their circumstances. And IPA has accepted that this applies. However, there is a limit to the amount of the benefit payable and that is £20 per person. So, I think IPA applied this section of the policy fairly and up to the limit that's shown on the Table of Benefits.

And, additionally, having looked at whether any additional and associated costs are covered under the policy, I don't think they are. Section 3 has a '*What is not covered*' part and this states that these associated costs aren't covered.

I can't see that any other sections of their policy apply to the situation they found themselves in.

Overall, therefore, I'm sorry to disappoint Mr W and his family. But I'm not persuaded that IPA has unfairly declined to settle Mr W's claim or that it's done so outside of the terms and conditions of the policy. Not every eventuality is covered under insurance policies and in the circumstances here, I'm satisfied that the claim has been fairly and reasonably declined in part. It follows therefore that I don't think IPA needs to do anything further.

My final decision

For the reasons given above, I don't uphold Mr W's complaint about Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C, Mr W, Mr W and Mr W to accept or reject my decision before 20 November 2024.

Nimisha Radia
Ombudsman