

The complaint

Mr M is unhappy that Inter Partner Assistance SA (IPA) declined his claim on his travel insurance policy.

Any reference to IPA includes all its agents.

What happened

Mr M took out an annual multi trip travel insurance policy in March 2023. The policy is underwritten by IPA.

He was on holiday with his partner and her mother. While on the trip, Mr M's partner's mother had an accident and was hospitalised. Sadly, she passed away a few days later.

Mr M decided to stay and support his partner and booked an alternative flight returning to the UK. He submitted a claim to IPA for this.

IPA assessed his claim and declined it. It said Mr M's booking wasn't cancelled or curtailed so he wouldn't have cover under this section of his policy. And because his partner's mother didn't meet the definition of a close relative and he couldn't provide evidence that he was travelling together with her, Mr M had no cover under this or the medical assistance section of the policy.

Unhappy with IPA's response, Mr M brought his complaint to this service. Our investigator upheld the complaint. She said Mr M was led to believe, in his call to IPA, that he would be covered for the cost of the alternative return flight he booked. So, whilst strictly speaking there was no cover under the policy, she thought, based on the circumstances of what happened, it was fair and reasonable for IPA to settle the claim. She said IPA should pay Mr M the difference between the flight he booked and a less expensive one which he would've booked had he not been misled by IPA. Our investigator also recommended that IPA pay Mr M £50 for the misinformation it gave to him.

IPA disagreed and asked for the complaint to be referred to an ombudsman. So, it was passed to me.

In summary, IPA says there is no evidence of any mis-advice being given to Mr M. But even if there was, given the circumstances that caused Mr M to prolong his trip, these are costs he more than likely would have incurred. It says Mr M contacted IPA online about his claims not by phone and it doesn't have any call recordings it can provide.

I issued a provisional decision on 3 October 2024. I said my intention was to not uphold the complaint. I said the following:

The insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS').

ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly.

The policy terms and conditions

I've started by looking at Mr M's policy terms and conditions as they form the basis of his insurance contract with IPA.

Under section A – Cancellation or curtailment charges, on page 25, it states:

'What is covered

Cancellation

We will pay you up to £2,000 for your proportion only of any irrecoverable unused travel and accommodation costs (including excursions up to £250) and other pre-paid charges which you have paid or are contracted to pay, together with your proportion only of any reasonable additional travel expenses incurred if cancellation of the trip or one-way trip is necessary and unavoidable as a result of any of the following events:

1. The death, bodily injury, illness, disease, or complications of pregnancy of:

- a. You.*
- b. Any person who you are travelling or have arranged to travel with.*
- c. Any person who you have arranged to stay with.*
- d. Your close relative.*
- e. Your close business associate.'*

On page 10, close relative is defined as:

'Close relative

- Means mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, stepbrother, foster child, legal guardian, domestic partner or fiancé/fiancée.'

Based on the above, given Mr M's situation, there is no cover available for what happened. Mr M said he had been with his partner for a year. But it was his partner's mother who unfortunately passed away, so I agree this doesn't meet the definition of a close relative.

Whilst I understand why Mr M would have wanted to stay on to support his partner, there is no cover on the policy for this event.

I also haven't seen any evidence that Mr M was travelling with his partner's mother. As such, I don't think IPA declined his claim unfairly.

There are no other sections of the policy that apply here either. So, there's no cover on Mr M's policy for the cost of the alternative flight he'd booked.

The phone calls

Mr M said he called IPA on 16 April 2023 to explain what had happened. He said that his contact following the call on 16 April 2023 was online via Skype and he provided evidence of this contact showing he contacted IPA on 15 April 2023, 17 April 2023 and 20 April 2023.

There's no evidence of a call on 16 April 2023 from Mr M.

I can see from the claim notes provided by IPA that Mr M called three times on 20 April 2023. It seems the calls were made to the medical assistance team:

- The first call is from Mr M to notify what had happened and that they wanted to return to the UK as they'd missed their pre-booked flight due to his partner's mother passing. Mr M said he wanted IPA's help to arrange the return flight.*
- The second call is from Mr M asking for an update and Mr M asked if the advisor could send an email as he was unable to receive calls. He said he can use Skype to make calls. He said he was looking for help as they wanted to take the 8:30am flight the following day (21 April 2023).*
- The third call is from Mr M asking for an update. The advisor said she would email.*

Following the third call, the advisor sent Mr M an email which said:

'Please understand we are a medical emergency line and those medical cases do take priority. I can assure you, paying and claiming for a new flight is the quickest way for you to return home.

Please review page 41 of your policy, as this is what has to be checked by supervisors to confirm if your case is possible to cover.'

Mr M also said he had many calls with IPA between 16 April 2023 and 20 April 2023. And initially IPA told Mr M, it would arrange the return flight for them but then it said the best option was for them to book the flights and then claim the cost back on the policy. Mr M said once he had the email confirmation from IPA on 20 April 2023, he booked his return ticket on the next available flight back the following day.

So, it seems, following the email from IPA, Mr M booked his return flight for 21 April 2023. I can see why Mr M went ahead and booked the return flight following the above email.

However, I don't think the email provides a guarantee that the cost of the flight would be covered. Whilst it does say paying and claiming for a flight is the quickest way for him to return home, it doesn't say cover is guaranteed as this would need to be checked for possible cover.

IPA says it doesn't have any of the call recordings that Mr M refers to. But from the claim notes IPA has provided, clearly there were calls made by Mr M so I can't see why it says it has no call recordings.

And neither Mr M nor IPA have provided evidence of a phone call on 16 April 2023. And both parties have said contact was made online so there's no dispute that some of the communication was online.

In all of this, there is no evidence that Mr M was informed he would be guaranteed cover for the cost of the flight on his policy. Mr M says he was told the cost of his flight would be covered, but I haven't seen anything in the available information that points to this.

I appreciate Mr M wanted to support his partner and therefore decided to stay on past his original booking to return home. And I realise it was a difficult situation, so I have natural sympathy for what he and his partner went through during the challenging time. But there's no evidence that Mr M was mis-advised and therefore I can't reasonably make IPA responsible for paying the claim.

IPA didn't respond to my provisional decision.

Mr M responded and in summary said the following:

- He questions why the provisional decision is so different to the one reached by the investigator.
- I've chosen to completely disregard the delay tactics employed by IPA and decided to give the benefit of the doubt to a multi-national corporation as opposed to a grieving individual.
- I've questioned his relationship with his partner and suggested that he happened to be there by coincidence.
- Individuals purchase insurance to cover for eventualities and Mr M bought the policy for that reason.
- It's scandalous for the insurance company to use clauses to avoid paying the claim.

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 Mr M's further comments. I don't think he's raised anything new but for completeness, I'll respond to these.

I have to reach a decision based on the evidence available and as I explained in my provisional decision, there isn't sufficient evidence to suggest that IPA guaranteed it would pay the claim. Additionally, Mr M received the email from IPA on 20 April 2023. By this time, his return flight date had passed. So, regardless of what Mr M was told by IPA, he would still have had to arrange an alternative flight to return to the UK at some point and therefore a cost that he would have incurred.

I'm sorry Mr M feels his relationship has been questioned. But as I've said before I can only look at the evidence available. The claim wasn't for cancellation or curtailment. And his partner's late mother didn't meet the definition of a close relative under the policy.

And whilst I appreciate that individuals purchase insurance to cover for eventualities, the situation Mr M found himself in isn't covered under his policy. Unfortunately, not all policies cover every eventuality.

Having considered Mr M's comments, overall, I won't be upholding his complaint and I see no reason to depart from the outcome reached in my provisional decision.

I'm sorry to disappoint Mr M. I'm not persuaded that IPA declined Mr M's claim outside the terms and conditions of his policy and I don't think it did so unfairly or unreasonably. It follows therefore that I don't require IPA to do anything further.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 25 November 2024.

Nimisha Radia
Ombudsman