

The complaint

Mr O complains that Inter Partner Assistance SA (IPA) has turned down a missed departure claim he made on a travel insurance policy.

What happened

Mr O was on holiday abroad. He hailed a taxi to take him to the airport so he could catch his return flight. However, he says that due to traffic, he missed his flight. So he made a missed departure claim on his policy for the travel and accommodation expenses he incurred.

IPA asked Mr O to provide evidence from the taxi company which showed the reasons for the delay. But Mr O wasn't able to provide this because he hadn't pre-booked the taxi. On that basis, IPA didn't think Mr O had shown he had a valid claim on the policy and it turned his claim down.

Mr O was unhappy with IPA's decision and he asked us to look into his complaint. He didn't think IPA's decline of the claim was in line with the contract terms.

Our investigator didn't think it had been unfair for IPA to turn down Mr O's claim. She didn't think it made a material difference whether Mr O's taxi had been 'pre-booked' in line with the contract terms or whether it had been hailed. But she felt IPA was reasonably entitled to be satisfied that the reason for the delay was because of traffic. And she didn't think Mr O had provided IPA with the evidence it needed to show he had a valid claim on the policy.

Mr O disagreed. He asked what form of evidence he would be able to provide. And he also enquired whether the contract entitled IPA to require evidence in his particular circumstances. He questioned whether the contract terms were drafted ambiguously.

The complaint's been 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.

Having done so, whilst I'm very sorry to disappoint Mr O, I don't think it was unfair for IPA to turn down his claim and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as industry principles and guidance, the policy terms and the available evidence, to decide whether I think IPA treated Mr O fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract between Mr O and IPA. As Mr O missed his return flight, he made a claim under Section Three of the policy - 'Disruption or delay to travel plans'. This section includes the following cover for missed departure:

'What is covered

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:*
- *the failure of other public transport or*
- *an accident to or breakdown of the vehicle in which you are travelling while on your journey to your departure point or*
- *an accident, breakdown or an unexpected traffic incident which causes an unexpected delay whilst on your journey to your departure point or*
- *strike or adverse weather conditions.*

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

IPA has defined what it means by public transport as follows:

'Train, train, bus, coach, ferry service or airline flight operating to a published timetable, and pre-booked taxis.'

And page 23 of the policy sets out the 'claims evidence' IPA requires in order to assess a missed departure claim:

- *'Confirmation from the carrier of the reason and duration of your delay.*
- *Confirmation of the delay to public transport from the company involved.'*

In my view, IPA's contract clearly sets out the insured risks it's chosen to cover in an understandable way. I don't think the terms are ambiguous or misleading. Under the policy terms, a policyholder will only have a valid missed departure claim if their missed departure was caused by one of the specified risks I've set out above.

As the investigator explained, it's a general principle of insurance that it's a policyholder's responsibility to provide an insurer with enough evidence to show they have a valid claim on their policy. As I've said, the policy terms also explain the evidence IPA will generally need to assess claims. In the absence of evidence which shows an insured event has happened, I don't generally think it would be reasonable to ask an insurer to pay a claim.

In this case, it's for Mr O to provide IPA with sufficient evidence to show not just that he missed his departure, but that this was due to an accident, breakdown or unexpected traffic incident which caused an unexpected delay on his taxi journey to the airport (or due to one of the other insured events IPA covers under this particular part of the contract).

I appreciate Mr O has sent IPA evidence which shows he was delayed abroad because he missed his departure and that he incurred expenses as a result. But none of that evidence shows the *reason* for the delay. So I don't think Mr O has provided IPA with enough evidence to show that he missed his flight because of an unexpected travel incident while he was on his way to the airport. And for that reason, I don't think it was unfair for IPA to conclude that Mr O hasn't shown he missed his departure due to one of the insured events the policy covers.

Mr O has questioned what forms of evidence he could provide to IPA. I do appreciate there may be some practical difficulties in obtaining evidence of a traffic incident or delay which took place many months ago. But as it stands, I don't think it's unfair for IPA to conclude that

Mr O hasn't shown he has a valid claim on the policy.

Therefore, whilst I sympathise with Mr O's position, I don't think there are any reasonable grounds upon which I could fairly direct IPA to pay this claim.

My final decision

For the reasons I've given above, 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 O to accept or reject my decision before 20 February 2025.

Lisa Barham
Ombudsman