

The complaint

Miss B complains that Inter Partner Assistance SA declined part of her claim against a travel insurance policy. Reference to IPA includes its agents.

What happened

Miss B has travel insurance underwritten by IPA as a benefit of a bank account. She booked a package holiday which included an internal UK flight from city A to city B and then an international flight from the UK to the overseas city from which a cruise departed. Miss B boarded the first flight but it was delayed by over an hour because of adverse weather. That meant Miss B missed her second UK flight.

The airline arranged alternative flights to Miss B's destination. Miss B's original itinerary had two flights on the outward journey but the alternative itinerary had three flights. Instead of departing from the UK on her second flight at 2.10pm, Miss B departed on a replacement flight at 8pm and took an additional connecting flight. Miss B says she arrived in the city from which the cruise departed at 8am on Saturday 18 May 2024 instead of 6.35pm on 17 May 2024, as originally intended, a delay of over 12 hours.

Miss B's luggage was damaged in transit. The pre-booked hotel accommodation for the night of 17 May 2024 was no longer available but they were given use of a room in the hotel as a courtesy. Fortunately, Miss B arrived in time for the departure of the cruise on 18 May 2024.

Miss B made a claim against the policy for her delayed flight, damaged baggage and unused accommodation costs. IPA settled Miss B's claim for damaged baggage. It subsequently paid Miss B compensation of £50 in relation to her distress and inconvenience. IPA declined Miss B's claim for delay and for unused accommodation costs. It said what happened here wasn't covered by the policy. IPA said the delay here was less than 12 hours. Miss B wasn't happy about that and pursued her complaint.

One of our Investigators looked at what had happened. He recommended IPA pay Miss B the delay benefit of £25 in relation to her delay in reaching her destination, plus interest. The Investigator said the policy terms are silent in relation to delay on connecting flights and he didn't think it was fair or reasonable for IPA to disregard the overall delay of around 15 hours in Miss B reaching her destination. He didn't think IPA had acted unfairly in declining Miss B's claim for unused accommodation, as that wasn't covered by the policy.

Miss B agreed with the Investigator but IPA didn't. It said Miss B was able to arrange a replacement flight within 12 hours of the missed flight, so what happened here wasn't covered by the policy. IPA said the policy doesn't cover the overall delay in getting to the destination.

The Investigator considered what IPA said but didn't change his view. He said he recommended Miss B's complaint be upheld on a fair and reasonable basis because he wasn't satisfied the documentation was clear. The Investigator didn't think the limitation

on cover had been adequately brought to Miss B's attention. He said if IPA had made the limitation on cover more prominent, it's likely Miss B would have sought alternative cover.

IPA said it hadn't declined to pay Miss B's claim because of an exclusion in the policy, rather what happened here isn't covered. It said the policy was clear. IPA asked that an Ombudsman consider the 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 and must act to deliver good outcomes for retail customers.

The starting point is the terms and conditions of the policy, the relevant part of which says as follows:

'Section D. Delayed Departure/Abandonment What IS Covered

*If **you** have arrived at the terminal and have checked-in, or attempted to check in for **your** pre-booked flight [...] from or to the **United Kingdom**, and it is delayed for more than 12 hours beyond the intended departure time as a direct result of:
[...]*

2. adverse weather conditions [...]

we will pay you, either:

- a) £25 for the first full 12 hours that **your** departure is delayed, and*
- b) £25 for each additional full six-hour period of delay. The maximum we will pay **you** per **trip** is £250 [...]*

Miss B's first UK flight was delayed for approximately an hour because of adverse weather conditions. Her overall delay in departing from the UK was less than 12 hours. So what happened here isn't covered by the delayed departure provisions in the policy.

I've also considered the Missed Departure provisions in the policy. Those provisions cover reasonable additional accommodation and travel expenses incurred in certain circumstances. Miss B hasn't incurred additional accommodation or travel expenses. So, the Missed Departure provisions don't assist Miss B.

The delay here isn't covered by the terms of the policy but I've gone on to consider what's fair and reasonable in this case. Our approach is that policyholders might reasonably expect their insurance would provide some benefit for delays experienced in getting to their final destination, regardless of what stage in the journey the delay occurred. Where there are limitations on cover for delay, as there are here, we'd expect an insurer to clearly highlight that limitation.

I've looked carefully at the documentation available to Miss B. Neither Miss B nor IPA can provide a copy of the Insurance Product Information Document (IPID). So, I've proceeded on the basis the information available to Miss B was the terms and conditions of the policy, the relevant part of which I've set out above. I don't think IPA made it sufficiently clear that there's no cover for overall delay in arriving at the destination. If it had done so, I think it's likely Miss B would have sought alternative cover. In those circumstances, I don't think IPA acted fairly and reasonably in declining Miss B's claim for delay.

I agree with the Investigator that in the circumstances here, there's no cover for unused accommodation costs. In any event, Miss B hasn't been able to show the extent of any loss for the unused accommodation.

Putting things right

In order to put things right, IPA should pay Miss B travel delay benefit of £25, plus interest at the simple rate of 8% per year, from the date of the claim to the date of payment.

My final decision

My final decision is that I uphold this complaint. Inter Partner Assistance SA should now put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 19 March 2025.

Louise Povey

Ombudsman