

The complaint

Mr R is unhappy Inter Partner Assistance SA (IPA) declined cover for his claim.

What happened

Mr R has a travel insurance policy under underwritten by IPA. He booked a return trip abroad.

He went on holiday, but unfortunately his flight to his departure airport to take him back to the United Kingdom (UK) was cancelled. So he had to book a new flight to make his connection back to the UK on time.

He made a claim on his policy to cover the cost of his additional flight. Mr R said initially his claim was showing as approved on their website. But then IPA declined cover because they said his policy doesn't provide cover for missed connections.

Mr R argued that he hadn't missed his connected flight – it had been cancelled which was different. He complained to IPA.

IPA maintained their position that the claim had been declined in line with the policy terms because the policy only covers direct flights to and from the UK. But they agreed there had been a delay in their assessment of the claim so they paid Mr R £100 compensation for the distress and inconvenience this may have caused him.

Mr R referred the matter to this service. Our investigator looked into what had happened and didn't uphold the complaint. He said IPA had fairly declined cover in line with the policy terms.

Mr R disagreed. In summary he said:

- IPA told him "missed connections aren't covered" and he understood this to mean he wasn't covered if he had missed the flight. But he now understands the policy doesn't provide cover for any kind of problems with a connection. So he thinks the policy should be clearer and remove the word "missed" from the terms. The policy should just say "*we don't cover connecting flights*".
- He doesn't think connecting flights should be treated differently. He assumed the insurance covered every flight between the start and end date of his holiday.
- Although the terms state cover is only applicable to flights to and from the UK, it doesn't specify this is solely for direct flights. Technically he was on his way to the UK when this problem occurred.

So the case has 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.

The relevant rules and industry guidelines say IPA has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

Travel insurance policies unfortunately don't cover every eventuality. Insurers decide what risks they are prepared to cover.

There isn't a specific section of Mr R's policy for cancelled flights. The "Delayed departure" section of the policy deals with situations where flights are delayed or cancelled. So I think this is the most appropriate part of the policy to assess Mr R's claim under.

Under the heading "*What is covered*" the policy states:

"If you have arrived at the terminal and have checked in, or attempted to check in for your prebooked flight, sea crossing, international coach or international train journey from or to the United Kingdomand it is:

- 1. Delayed for more than 12 hours beyond the intended departure time.*
- 2. Is cancelled before or after the scheduled time of departure as a result of any of the following events Strike or industrial action/ Adverse weather conditions/ Mechanical breakdown of or a technical fault occurring in the public transport on which you are booked to travel.*

We will pay you.....:

This means Mr R's policy only provides cover for cancelled flights to or from the United Kingdom. There is no mention of cover for cancelled connected flights to the UK.

Mr R has argued that although the terms says the flight has to be to or from the UK, the term doesn't specify that its is only in relation to direct flights. However, I'm satisfied the use of the word "flight" in its singular form "from or to the United Kingdom" shows cover is only applicable to a flight that is either departing from or arriving in the UK.

I appreciate Mr R's end destination was the UK, but his cancelled flight wasn't arriving into the UK, so I think it was fair for IPA to decline cover for that part of the journey.

There is also a specific exclusion in the "Delayed departure" section of the policy. Under the heading "*What is not covered*" it states:

"What is not covered

- 2. Claims arising directly or indirectly from:*

e. Missed connections."

So, in addition to the policy terms explaining cover is only limited to a flight in and out of the UK, this section of the policy also excludes cover for any claim arising from missed connections. I think it was reasonable for IPA to conclude Mr R's claim arose from the connected flight he missed because it was cancelled. So I don't think it was unfair for IPA to have referred to this exclusion.

I appreciate the confusion this term caused Mr R and I note his comments regarding the clarity of the wording. I'm mindful that the term explains cover is excluded for any "*claims arising indirectly...from*" missed connections. I think this shows that regardless of the reason

for the missed connection (including if this was down to a cancellation) any claim indirectly arising from that missed connection isn't covered under the policy.

Taking both parts of the policy into account, I think IPA fairly declined cover for Mr R's claim.

IPA acknowledged that their claim outcome took longer than they wanted, so they paid £100 compensation to Mr R. In my view, this is a fair and proportionate remedy to recognise any distress or inconvenience this delay caused.

I'm sorry to disappoint Mr R, but there isn't anything further I could reasonably ask IPA to do here.

My final decision

For the reasons set out above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 28 April 2025.

Georgina Gill
Ombudsman