

The complaint

Mr S complains that Inter Partner Assistance SA declined his claim against his travel insurance policy. Reference to IPA includes its agents.

What happened

Mr S bought a single trip travel insurance policy underwritten by IPA for a return trip departing on 27 June 2024. Just after midnight on the day of departure, the airline told Mr S his outbound flight was cancelled. The flight had been due to depart at 7.20am. Mr S arranged an alternative outbound flight with the airline. The new flight departed at 8.30am and was from a different airport, some distance from Mr S' home. Mr S incurred additional expenses in driving to the airport, parking and arranging the collection of his car by a family member.

Mr S made a claim against his policy. IPA declined the claim. It said what happened here wasn't covered by the policy as the delay wasn't over 12 hours. Mr S didn't accept that and pursued his complaint. Mr S says IPA dealt with his claim on the basis of delay, but his flight was cancelled, not delayed. He wants IPA to settle his claim.

One of our Investigators looked at what had happened. She didn't recommend Mr S' complaint be upheld. The Investigator said the policy didn't cover what happened here.

Mr S didn't agree with the Investigator. He said the point of insurance is to cover instances where cancellation results in extra costs. Mr S said if the policy doesn't cover cancellations, the premium should be returned to him as IPA haven't insured him for anything.

The Investigator considered what Mr S said but didn't change her view. Mr S asked that an Ombudsman consider his 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.

Insurance policies aren't designed to cover everything that might go wrong during a trip. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. I need to decide whether IPA acted in accordance with the policy terms and fairly and reasonably in declining Mr S' claim.

I don't think IPA was required to consider Mr S' claim under the part of the policy headed '**Section A – Cancellation or curtailment charges**'. That part of the policy relates to cancellation of a '**trip**'. A '**trip**' is defined in the policy as '*...any holiday, business or pleasure trip or journey made by you [...] which begins and ends in your home area or place of business [...]*'. Mr S' trip wasn't cancelled, so this part of the policy isn't relevant to his claim.

IPA considered Mr S' claim under '**Section H – Delayed departure**'. I think IPA was right to consider Mr S' claim under this part of the policy as, subject to the policy terms, it covers circumstances in which a flight is cancelled as a result of certain, specified events.

However, one of the conditions of this part of the policy is that Mr S must have arrived at the airport for departure and checked in. That's not what happened here. And the cause of the cancellation must be strike or industrial action, adverse weather or mechanical breakdown or technical fault in the aeroplane. In his claim, Mr S said the reason for the cancellation was problems with air traffic control. That's not an insured event under the policy.

In addition, benefit or reimbursement is only paid under the policy where there's no suitable alternative provided within 12 hours of the scheduled time of departure. Mr S' planned departure was at 7.20am and his rearranged departure was at 8.30am. So, the airline provided a suitable alternative within 12 hours of the scheduled departure time. I appreciate the rearranged flight was from a different airport but Mr S' additional costs in driving to the airport, parking and arranging for the collection of his car aren't covered by the policy.

For the reasons I've explained, Mr S' claim isn't covered by '**Section H – Delayed departure**'. I've looked at the remaining sections of the policy. They don't cover what happened here.

I thought about whether it's nevertheless fair and reasonable in this case to direct IPA to settle Mr S' claim in any event. I don't think it is. If Mr S had decided travelling from a different airport was too onerous or expensive and cancelled his trip, that's not something covered by the policy either. That's because cancellation cover is for certain, specified events, none of which are relevant here. So it's not the case that by arranging to fly from a different airport rather than cancelling the trip, Mr S avoided a larger claim against his policy. I'm sorry to disappoint Mr S but there are no grounds on which I can fairly direct IPA to settle his claim.

Mr S said IPA should return the premium. I'm afraid I don't agree. Mr S continued his trip with cover under the policy. If he'd needed to make a claim, for example, for emergency medical expenses or lost, stolen or damaged baggage, he had the benefit of cover, subject to the policy terms. There are no grounds on which to direct IPA to return the premium.

I appreciate that, through no fault of his own, Mr S incurred additional expenses. But for the reasons I've explained, I think IPA acted in accordance with the policy terms in declining his claim and I don't think it acted unfairly or unreasonably in doing so.

My final decision

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 S to accept or reject my decision before 8 May 2025.

Louise Povey
Ombudsman