

## **The complaint**

Mr and Mrs B complain about how Inter Partner Assistance SA dealt with their claim against a travel insurance policy. Reference to IPA includes its agents.

## **What happened**

Mr and Mrs B have travel insurance underwritten by IPA as a benefit of a credit card account. In April 2024, the first of their three return flights was cancelled. The airline arranged an alternative flight the following day.

Mr and Mrs B made a claim against the policy in relation to delay. IPA paid Mr and Mrs B £440 in settlement of their claim. It subsequently explained that was calculated as 11 hours delay (15 hours minus the initial four hours) at £40 per hour. Mr and Mrs B didn't think that was right and pursued their complaint.

Mr and Mrs B say IPA hasn't paid them the correct amount. They say the maximum of £480 in the benefit table is for each beneficiary, up to a maximum of two beneficiaries. Mr and Mrs B say IPA should have paid them £960 (twice the maximum benefit of £480), rather than £440. They say the initial four hours delay is a qualification period and shouldn't be excluded from the calculation. Mr and Mrs B mentioned the legal principle of contra proferentem. They say they've spent many hours dealing with this matter and have found it stressful. Mr and Mrs B want IPA to pay what's due to them and to apologise for its handling of their claim.

One of our Investigators looked at what had happened. She thought the policy terms provide that the benefit is £40 an hour after four hours, so she didn't think the first four hours should be included in the calculation. However, the Investigator thought the calculation should be 11 hours delay at £40 an hour, so £440 for each of the two beneficiaries (£880), capped at £480. So, the Investigator thought IPA had underpaid Mr and Mrs B by £40. She recommended IPA pay Mr and Mrs B £40 plus interest and £100 in relation to their distress and inconvenience.

Mr and Mrs B didn't agree with the Investigator. They said the correct interpretation of the relevant part of the policy is the maximum number of beneficiaries is two, not that the maximum benefit is £480. Mr and Mrs B reiterated that the initial period is a qualification period, not an excluded period and their reliance on the contra proferentem principle. Mr and Mrs B asked that an Ombudsman consider their complaint, so it was passed to me to decide.

## **My provisional decision**

On 8 May 2025, I sent both parties my provisional decision in this case in which I indicated that I didn't intend to uphold the complaint. I said:

*'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.'*

There are no grounds on which I can fairly direct IPA to pay Mr and Mrs B more than it has already paid. That's because IPA paid Mr and Mrs B for a claim that's not covered by the policy. I'll explain why I've come to that conclusion.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and the limits of 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. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy, the onus shifts to the insurer to show how that exclusion applies.

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

**'17. Section E – Delayed Departure/Abandonment**

**What is covered**

If departure of the scheduled **public transport** on which **you** are booked to travel is delayed at the final departure point from or to the **country of residence** for at least 4 hours from the scheduled time of departure due to:

- a) **strike or industrial action**; or
- b) **adverse weather conditions**; or
- c) **mechanical breakdown of or a technical fault occurring in the scheduled public transport** on which **you** are booked to travel;

**we will pay you, either**

1. **after a minimum of 4 hours delay, up to the amount shown in the Benefit Table per trip for up to two beneficiaries travelling together, for reasonable meals, refreshment and additional accommodation (room only) or**
2. **[...]**

**Special conditions**

1. **You must check in according to the itinerary supplied to you.**
2. **You must obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.**  
**[...]**

The 'Benefit Table' contains the following:

**'Section E – Delayed Departure/Abandonment**

<b>Delayed departure, maximum, for a maximum of two beneficiaries</b>	<b>up to £480</b>
<b>-per hour, after 4 hours' delay, per beneficiary, maximum of two beneficiaries</b>	<b>up to £40'</b>

The policy covers delayed departure and abandonment caused by the three events set out at a), b) and c) above. It's for Mr and Mrs B to provide evidence of the cause of the delay. It can sometimes be difficult to obtain information about the cause of delay from an airline. Mr B has explained the airline didn't respond to their requests for information or assistance.

In circumstances like the ones here, we need to consider the available information and decide whether it's more likely than not that the cause of the delay was for one of the events set out in the policy. My enquiries have shown that the flight was cancelled due to adverse weather conditions. On balance, I'm satisfied that the delay was caused by one of the three events covered in the policy.

*However, Mr and Mrs B had three connecting flights on their return trip. The policy covers delay at the final departure point to Mr and Mrs B's country of residence. It doesn't cover the first, or indeed the second, of three flights on a return trip. Our approach is that we'd generally consider any gap in policy cover for connecting transportation to be a significant exclusion which needs to be clearly brought to the policyholder's attention in the policy terms and conditions and the Insurance Product Information Document ('IPID').*

*I think it's clear in the policy term I've set out above that the cover for delayed departure applies to the final departure point to Mr and Mrs B's country of residence. And it's also set out in the IPID. As IPA has clearly set out this restriction of cover, I think it's entitled to rely on the policy terms.*

*In addition, one of the special conditions in the travel delay part of the policy is that Mr and Mrs B must check in for the delayed flight. Policies like the one here don't generally cover circumstances where there's advance notice from an airline that the flight has been cancelled. Mr and Mrs B say the airline told them their first return flight was cancelled approximately 30 hours before their intended departure. Based on what I've seen, Mr and Mrs B hadn't checked in for their original flight. So their claim isn't covered by the policy.*

*For the reasons I've explained, IPA wasn't required to settle Mr and Mrs B's claim under the terms of the policy. The fact that it did so was to Mr and Mrs B's advantage. There are no grounds on which I can fairly require IPA to pay Mr and Mrs B more than it has already paid. I've noted Mr and Mrs B's comments about IPA's interpretation of the initial four hours delay. My findings on that point wouldn't alter the outcome of this complaint, so I make no further comment about that.'*

## **Responses to my provisional decision**

IPA said it accepted my provisional decision. Mr B responded to say that their arrival in the UK was delayed for over 17 hours and, taking into account time zone differences, their departure from their final departure point to the UK was delayed by over 23 hours.

## **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 looked again at the circumstances of this complaint. I've noted what Mr B says about the delay of their arrival in the UK and the delay of their final departure to the UK on the flight they actually took. The policy covers delay of scheduled public transport at the final point of departure from or to the insureds' country of residence. It doesn't cover all delay that a traveller might experience; it doesn't cover delay in arriving in the UK or the delay between the originally planned flight and the flight Mr and Mrs B actually took.

Neither Mr and Mrs B nor IPA have provided any fresh information or evidence that changes the outcome in this case. I therefore find no basis on which to depart from my earlier conclusions. For the reasons I've explained, I don't uphold this complaint.

## **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 Mrs B and Mr B to accept or reject my decision before 30 June 2025.

Louise Povey  
**Ombudsman**