DRN-5764133

The complaint

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

What happened

Mr F had an annual travel insurance policy underwritten by IPA. He planned a trip with a departure date in September 2022. Mr F says the airline cancelled his flight on the day of departure. He bought a replacement flight which departed the following day.

Mr F made a claim against his policy for additional travel costs. IPA declined Mr F's claim. It said what happened here wasn't covered by the policy. Mr F didn't think that was fair and pursued his complaint. He says either he has cancellation cover and IPA should settle his claim or the policy was mis-sold to him and IPA should compensate him for his losses.

One of our Investigators looked at what had happened. She set out the cancellation provisions in Mr F's policy. The Investigator said what happened here – cancellation of a flight by an airline – wasn't covered by the policy. She thought IPA had declined the claim fairly and reasonably and in line with the policy terms. The Investigator said Mr F's policy doesn't cover travel disruption or delayed departure.

The Investigator noted Mr F said the policy was mis-sold to him. She said Mr F would need to contact the business who sold him the policy about that. The Investigator referred Mr F to an alternative dispute resolution provider in relation to a possible claim against the airline.

Mr F didn't agree with the Investigator. He said he'd contact the business that sold him the policy and reiterated the policy was mis-sold to him. Mr F said IPA is obliged to cover his losses as the policy was sold to him on the basis cancellation of a flight is covered.

The Investigator considered what Mr F said but didn't change her view. Mr F asked that an Ombudsman consider his complaint and call him to discuss the matter.

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 read all that's been provided. I have a good understanding of Mr F's points, so I don't need to speak with him for the fair resolution of this complaint and it's rare this is necessary. This service is impartial and independent. This means we don't champion the cause of either the consumer or the business but instead seek to assess a complaint fairly without any form of bias. So, we don't generally speak to one party to a complaint.

I've summarised this complaint and what's been said in far less detail than Mr F. I don't respond to every single point made. No discourtesy is intended by that. Instead, I've focussed on what I think are the key issues here. The rules governing our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

I've taken into account the law, regulations and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say IPA has a responsibility to handle claims promptly and fairly. I don't uphold this complaint and I'll explain why.

- Travel insurance isn't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general, and as long as consumers are treated fairly, insurers can decide which risks they wish to accept and the terms on which they're willing to do so.

- The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. I appreciate Mr F's outward flight was cancelled. So, I can understand why Mr F considers his claim should be met under the cancellation section of the policy. However, cancellation cover only applies if a *trip* itself has to be cancelled for one of a specific list of insured events. The Investigator set out the policy's cancellation provisions in her view, so I won't set them out again here. The insured events are typical for this sort of policy.

- Mr F's trip wasn't cancelled: he continued his trip, albeit a day later than he planned. So, what happened here isn't covered by the cancellation provisions in the policy. Even if Mr F had cancelled his trip, the policy would not have covered what happened here, as cancellation of a flight by an airline isn't an insured event. So, I don't think IPA acted unfairly or unreasonably in declining Mr F's claim against this part of the policy.

- I've looked carefully at the remaining policy terms. Mr F's policy doesn't include cover for delayed departure, missed departure or travel disruption. So, I don't think IPA is required to settle Mr F's claim. I'm aware IPA offers cover for delayed departure, missed departure or travel disruption in other types of product, for which it charges a higher premium. I've considered Mr F's claim against the terms and conditions of his policy.

- IPA is the underwriter of the policy and wasn't involved in the sale of the policy to Mr F. In my view, IPA has clearly set out the insured events it's chosen to cover within the contract terms. I appreciate Mr F incurred additional costs through no fault of his own but there's simply no cover for those costs under the terms of his policy. So if Mr F considers the policy was mis-sold to him, he'd need to complain to the business that sold the policy to him before we could potentially look into any mis-sale complaint.

- Whilst Mr F may be unhappy his policy didn't cover what happened in his case, we can't tell an insurer what risks it should cover. I'm satisfied the policy terms made the available cover clear and that IPA assessed Mr F's claim in line with those terms and fairly.

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 F to accept or reject my decision before 1 October 2025.
Louise Povey
Ombudsman