

The complaint

Mr and Mrs E, Mr E1 and Mr E2 have complained that their travel insurer Inter Partner Assistance SA ('IPA') didn't fully compensate them for the cost of a cruise they weren't able to go on due to bad weather.

We've been mainly corresponding with Mr E so, for ease, I will refer to all comments as being Mr E's and made on behalf of the other complainants.

What happened

In August 2024, Mr and Mrs E, Mr E1 and Mr E2 flew abroad to go on a cruise around the Caribbean. They were due to fly from their home in the UK to the United States and then catch another flight to another city in the US. After that, they were going to go to the port where they were due to catch the cruise ship from by car. In total, they were going away for eight days.

Unfortunately, their first flight out of the UK was diverted to a different city in the US due to bad weather. After they landed, they arranged another flight for the following day which was going to take them to another destination where they planned to join the cruise from. But that flight was, unfortunately, also cancelled due to bad weather. Mr E said their last option was to book another flight to take them to another destination but this involved a long drive to the airport and a long drive on arrival and so they didn't consider this option practicable. So, they decided to stay in the city where they first landed and booked a flight back home a few days later. In total they were abroad for around six days.

Mr E had taken out a single trip travel insurance policy for the group with IPA which they then proceeded to claim on. The claim included additional hotel and travel expenses as well as part of the cost of the cruise which they weren't able to recover from the operator which came to £4,942.83.

IPA paid around £600 for additional accommodation and other expenses under the missed departure section of the policy. But it didn't pay for the costs of the cruise because it said they weren't covered under the policy.

Mr E complained and said that the balance of the cost of the cruise should have been covered and that IPA failed to consider it under the cancellation section.

IPA didn't uphold the complaint and said the claim had been considered under all the sections that applied in the specific circumstances.

Unhappy with IPA's response, Mr E brought the complaint to our service. One of our investigators considered the complaint but didn't think it should be upheld. Our investigator didn't believe that there was a claim under the cancellation section of the policy as argued by Mr E as the delay Mr E and his family experienced wasn't on their outward journey but after they had left the UK while they were still in transit and not at their final departure point. Our investigator added that the cancellation section was not designed to provide cover once a trip was already under way.

Mr E didn't agree and asked for the complaint to be considered by an ombudsman. He said that "final departure point" could be interpreted as the departure of the cruise ship rather than their departure from the UK.

Our investigator didn't change her view, and the matter 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.

The policy

Mr E's policy included cover for, among other things, cancelling or cutting a trip short and disruption or delay to travel plans. Mr E also opted for cruise cover which included cutting the cruise short, missed departure and unused excursions cover.

Cancelling or cutting short

Under the "cancelling or cutting short your trip" section there is cover up to £5,000 for irrecoverable unused travel and accommodation costs and other pre-paid charges if the customer has to cancel or cut short their trip but only under specific circumstances. These include the outward journey being delayed at the final departure point for more than 24 hours from the scheduled time of departure due to, among other things, adverse weather conditions. This section excludes claims which involve abandonment after the first leg of the trip and any claims for abandonment if the customer has claims under missed or delayed departure.

The policy includes the following definitions:

- "Cutting short" includes "you cutting short the trip after you leave your home by direct early return to your home".
- "Outward journey" is defined as "...travelling from your home or a business address in the country of residence to your trip destination including international flights, sea crossings or rail journeys which are booked prior to you leaving your country of residence which is directly related to the outbound journey".
- "Public transport" includes an airline flight operating to a published timetable.
- "Trip(s)" is defined as "...the period of time spent away from your home on pre-booked business or leisure travel, within the territorial limits".

Disruption or delay

Under the “disruption or delay to travel plans section” the policy provides cover in the event of a missed departure if the customer fails to arrive at the departure point in time to board their pre booked public transport due to, among other things, unexpected adverse weather. Under this section the customer will be reimbursed up to £1,500 per trip for all covered persons for additional accommodation (room only) and travel expenses necessarily incurred in reaching their overseas destination or connecting flights outside their country of residence.

Under the delayed departure section, if the pre-booked public transport is delayed at the final departure point for more than 12 hours due to adverse weather, IPA will pay for each period of delay up to a maximum of £500 and a proportion of unused travel and accommodation costs. There is also a note under this section which states that, after a minimum of 24 hours delay on the outward journey and if the period of the trip is reduced by more than 25% of the original duration, the customer may choose to submit a cancellation claim.

Cruise cover

Under cruise cover there is cover for reasonable additional accommodation and public transport costs so the customer may re-join the cruise if they fail to arrive at the initial departure point to join the ship due to, among other things, adverse weather. It also covers unused pre-booked excursions which the customer cannot attend because they are confined to their cabin due to an accident or illness. Or reasonable additional accommodation and travel expenses to reach the next port to re-join the cruise.

How the policy terms apply to this complaint

IPA paid for Mr E’s additional accommodation and travel expenses incurred while him and his family were abroad and while they weren’t able to join the cruise. I think this is in line with the missed departure section of the policy which comes into effect if the customer fails to arrive at the departure point. In this case as their flights were diverted, they didn’t arrive at their second departure point so I think these expenses were fairly paid. And I don’t think Mr E disputes this.

I’ve also considered the travel delay section, but I don’t think it applies in these circumstances. The only flight of Mr E’s which was delayed was the second flight him and his family tried to book which was initially delayed but only by about three hours before it was cancelled. So that would be under the 12-hour threshold.

Mr E said that his claim for the balance of the cruise costs should have been considered under the cancellation section of the policy. I have, therefore, considered whether there is a valid claim under the cancellation or cutting the trip short section. For Mr E to have a valid cancellation claim he would have to have had at least a 24-hour delay to his outward journey at the final departure point. But as I mentioned above “outward journey” is defined as the journey from the customer’s home address to their trip destination. And there was no delay to their flight out of the UK which I consider to be the final departure point of the outward journey. Furthermore, as the policy says that a trip is the period of time spent away from the customer’s home on their pre-booked leisure travel, I don’t think the final departure point could also mean the cruise departure because at that point Mr E was already on his trip as

he was away from home. So, I don't think the cancellation section applies under these circumstances. Furthermore, it is generally the case that travel policies do not provide cancellation cover once a trip has begun as cancellation applies to the entire trip being cancelled.

I've also considered whether the trip was cut short, but this section excludes claims for abandonment after the first leg of the trip or if the customer makes a claim for missed or delayed departure as was the case here. So, I don't think this section would apply either.

Finally, I also don't think there was a valid claim under cruise cover as Mr E and his family weren't able to join the cruise at all.

I appreciate Mr E will be disappointed with my decision but for the reasons I have given, I think IPA dealt with the claim in line with the policy terms and conditions.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs E, Mr E1 and Mr E2 to accept or reject my decision before 23 October 2025.

Anastasia Serdari
Ombudsman