

The complaint

Mr O is unhappy with Inter Partner Assistance (IPA) SA's handling of his travel insurance claim.

What happened

Mr O has travel insurance with IPA. He booked a week's cruise, leaving the UK on 7 December 2024 – 14 December 2024. Unfortunately, the cruise departed two days later than planned, due to adverse weather conditions, and also missed the first port of call. Mr O said he complained to IPA and received £50 for the missed port, but he didn't receive anything to recognise the two-day delay leaving the UK. He'd like IPA to pay him benefit for that and compensation.

IPA said it paid Mr O £50 for missing the first port of call in line with the policy terms. It said Mr O isn't due anything else under the policy.

Our investigator didn't uphold this complaint. She said there was no provision of cover for the cruise ship being delayed at departure and so IPA didn't need to do anything more in respect of this complaint.

Mr O, unhappy with her view, asked that an ombudsman consider his case. In summary, he said, his partner raised a claim with the same insurer and received £150 for this very issue and that IPA should pay him the same. Mr O highlighted the policy schedule says IPA provides cover for travel delay at £50 for every 12 hours he's delayed. He also said this issue has been ongoing for some time now and so he'd like compensation for the stress caused by the delays. It's now for me to make a final decision.

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.

Having done so, I've decided not to uphold it. My reasons for doing so are similar to those explained by our investigator. I'm not persuaded by Mr O's argument that the travel disruption section applies in the way he's suggested. I'll explain why.

The relevant rule that applies in this case comes from the Insurance Conduct of Business Sourcebook (ICOBS) and is set by the Financial Conduct Authority. ICOBS says IPA must handle claims promptly and fairly and must not reject a claim unreasonably or avoid a claim. I've considered IPA's obligations under ICOBS whilst considering Mr O's complaint.

Mr O's policy schedule says;

"Section 3 - Disruption or Delay To Travel Plans...Travel delay benefit (per 12 hours) ... £50"

And the insurance product information document (IPID) says;

"Delayed departure

We will pay you up to £250 per person if your arrival is delayed for at least 12 hours as a result of one of a number of covered scenarios”

Mr O is aware there's no provision of cover for travel delays or disruption under the cruise cover section of his policy. But he's highlighted the travel delay benefit within the broader terms of his policy and said IPA should consider his claim in line with that. I understand the argument and the connection he's attempting to make here, but I'm not persuaded that means IPA should pay him any benefit for the cruise ship departing later than planned. I say that because that event isn't covered by the policy.

The travel disruption or delay benefit only pays out in specific circumstances. These are listed within the policy terms and there's no provision of cover for a cruise ship being delayed. Mr O's subsequently argued this is unclear as the table of benefits says there's cover for travel delay benefit. Whilst I agree that's what the policy schedule says, this must be considered within the context of the policy terms. I'm not persuaded therefore that the terms are unclear, rather, the schedule and the terms must be considered together and not in isolation.

Whilst the IPID says the insurer will pay benefit for delayed departure, it'll only do so in specific events. The policy terms list those events, better known as insured perils, and the delayed departure of a cruise ship isn't listed. So, Mr O's policy doesn't provide him cover for that circumstance.

Mr O said his partner received that benefit from the same insurer and that because IPA has treated him differently, that's unfair and a breach of the ICOBS rule I've mentioned above. I should explain my role is to consider how he's been treated by the insurer and not anyone else. And whilst I acknowledge Mr O's argument that this doesn't feel like a fair outcome for him personally, I'm persuaded he's been treated fairly. IPA has assessed his claim in line with the policy terms and paid him £50 for the missed port. I'm satisfied he's received the benefit he's entitled to under those terms.

I also accept this has been a lengthy process for Mr O and that he's unhappy with the time it's taken overall. But given he wasn't entitled to any further benefit from the policy, I don't think IPA should pay him compensation because it told him the outcome of his claim in good time. Mr O subsequently decided to appeal IPA's decision, which is what's contributed to the additional time it took to get to this point. But because I'm satisfied IPA assessed his claim fairly at the outset, I don't think it fair to award compensation in the circumstances.

My final decision

I don't uphold Mr O's complaint for the reasons I've explained.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 24 December 2025.

Scott Slade
Ombudsman