

## **The complaint**

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

## **What happened**

Mr J has an annual travel insurance policy underwritten by IPA. On his return journey, Mr J booked a taxi from his hotel to the airport, allowing ample time for the journey. The taxi was delayed in reaching him. Mr J says he attempted to arrange alternative transport but was unsuccessful. He says he arrived at the airport in time to check-in, but the airline said his bag was over the permitted weight. Mr J says he took a few moments to rearrange his belongings then the airline said check-in was closed. So, Mr J was unable to board his flight.

Mr J says he called IPA on the day of the incident and it told him that, as he was delayed by traffic, his claim would be covered. He booked an alternative flight for the following day. Mr J made a claim against his policy in relation to additional travel and accommodation costs. IPA declined his claim. It said Mr J missed his flight because his luggage was over the permitted weight, which isn't covered by the policy. Mr J didn't think that was fair and pursued his complaint. He wants IPA to settle his claim.

One of our Investigators looked at what had happened. He didn't think IPA had acted unfairly or unreasonably in declining Mr J's claim. The Investigator said what happened here wasn't covered by the policy.

Mr J didn't agree with the Investigator. He said his claim is covered by the policy as he failed to arrive at the departure point in time to board his flight because of an accident ahead of him on a public road which led to an unexpected delay to the vehicle in which he was travelling. Mr J said there was no alternative route. He says on the day of the incident, he called IPA and it told him his claim would be covered and he relied on that assurance in booking an alternative flight. Mr J 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, 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 and must act to deliver good outcomes for retail consumers.

I don't uphold this complaint and I'll explain why:

- As the Investigator explained, 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.

- The relevant part of the policy says as follows:

**'Section I – Missed departure**

*[...]*

**What is covered**

**We will pay you up to £1,500 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in [...] returning to your home, if you fail to arrive at the departure point [...] in time to board the public transport on which you are booked to travel on for the initial outbound and return legs only of the trip as a result of:**

1. **The failure of other public transport.**
2. **An accident to or breakdown of the vehicle in which you are travelling.**
3. **An accident or breakdown happening ahead of you on a public road which causes an unexpected delay to the vehicle in which you are travelling.**
4. **Strike or industrial action or adverse weather conditions.'**

- I don't think Mr J has shown that his claim falls under one of the agreed areas of cover in the policy. Mr J arrived at the airport in time to board his flight. The reason Mr J missed his flight was that his bag was over the permitted weight and by the time he'd sorted that out, check-in had closed. That's not something that's covered by the policy.
- I've noted what Mr J says about the traffic delay creating a chain of events that led to him missing his flight. But it remains the case that the proximate cause of Mr J missing his flight was the time he spent rearranging his belongings. Mr J arrived at the airport in time to board his flight, so the missed departure provisions aren't relevant here.
- Even if I reached a different conclusion about that, Mr J hasn't provided evidence of an accident or breakdown ahead of him on a public road. His initial claim refers to traffic. Mr J has provided screenshots of stationary traffic and the letter from his hotel refers to heavy traffic conditions, not an accident or breakdown. Missed departure caused by heavy traffic isn't covered by the policy.
- Mr J called IPA twice on the day he missed his flight. I've listened to the recordings of those phone calls. We wouldn't expect IPA to determine the claim before it had received it and the supporting documentation but we would expect it to give clear information.
- IPA referred correctly to cover for delay caused by an accident or breakdown ahead of Mr J on a public road. I think its reference to a traffic jam was confusing but I don't think that alters the outcome here. That's because Mr J would have had to book an alternative flight and arrange accommodation until that flight departed. So, I don't think a confusing reference to a traffic jam altered what Mr J did next. And in Mr J's second call to IPA he didn't mention that he had, in fact, arrived at the airport in time but missed the flight because the airline said check-in was closed after he'd rearranged his belongings.
- I'm sorry to disappoint Mr J but, for the reasons I've explained, I don't think IPA

acted unfairly or unreasonably in relying on the terms of the policy and declining his claim.

**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 J to accept or reject my decision before 17 February 2026.

Louise Povey

**Ombudsman**