

The complaint

Mr and Mrs C complain that Inter Partner Assistance SA (IPA) declined their claim against their travel insurance policy. Reference to IPA includes its agents.

What happened

Mr and Mrs C had a single trip travel insurance policy underwritten by IPA. On the day of their outward flight, the airline advised them not to travel to the airport because of a power outage in the area. Mr and Mrs C booked a replacement flight that left from a different airport on the same date as their original flight but at a marginally earlier time.

Mr and Mrs C made a claim against their policy for additional travel, accommodation and other costs. IPA declined their claim. It said what happened here wasn't covered by the policy. Mr and Mrs C didn't accept that and pursued their complaint.

Mr and Mrs C say their policy covers cancellations and disruption, so IPA should settle their claim. They say the situation was as a result of exceptional circumstances beyond their control and caused them significant additional expense.

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

Mr and Mrs C didn't agree with the Investigator. They said they incurred expenses as a result of extraordinary circumstances beyond their control. Mr and Mrs C say the policy should be interpreted in line with the reasonable expectations of the insured. They say IPA declining their claim is inconsistent with the spirit of consumer protection and equitable treatment. Mr and Mrs C say other insurers have settled similar claims.

The Investigator considered what Mr and Mrs C said but didn't change his view. Mr and Mrs C asked that an Ombudsman consider their 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.

- Travel insurance isn't designed to cover every eventuality or situation. An insurer, IPA in this case, will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. An insurer isn't required to list everything that's not covered by the policy. 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. 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.
- Mr and Mrs C didn't cancel their trip, so their claim doesn't come within '**Section 1 – Cancelling or cutting short a trip**'. I've looked at the policy generally. '**Section 3 – Disruption or delay to travel plans**' covers missed departure and delayed arrival. The '**1. Missed Departure**' provisions in that section cover missed departure when the insureds fail to arrive at the departure point in time to board the public transport for certain, specified reasons that aren't relevant here. The '**2. Delayed Arrival**' provisions pay a benefit if the insureds arrive later than planned at their destination due to a delay in public transport. One of the special conditions in this part of the policy is that the insureds must have checked in at their departure point for the outward journey. That's not what happened here.
- I don't think Mr and Mrs C have shown that their claim falls under one of the agreed areas of cover. I can't see that IPA relied on an exclusion to decline the claim but, it didn't need to. I think IPA acted in accordance with the policy terms when it declined Mr and Mrs C's claim. I've gone on to consider whether that results in a fair and reasonable outcome in this case.
- I've thought about what would have happened if Mr and Mrs C had cancelled their trip, rather than booked an alternative flight. In those circumstances, IPA would not have been obliged to settle a claim for cancellation because there was suitable alternative public transport within 12 hours of the scheduled time of the cancelled flight.
- I've noted what Mr and Mrs C have said about the exceptional nature of the events which led to their claim and their expectation that the policy would cover what happened here. I don't think it would be fair or reasonable to direct IPA to settle Mr and Mrs C's claim when it didn't agree to take on the risk of the event which led to the claim.
- I have considerable sympathy for Mr and Mrs C. Through no fault of their own, they incurred additional expenses in getting to their destination. But in the circumstances of this case, I don't think IPA acted unfairly or unreasonably in relying on the terms and conditions of the policy. I'm sorry to disappoint Mr and Mrs C but there are no grounds on which I can fairly direct IPA to settle their claim.
- Mr and Mrs C say other insurers have settled similar claims. In this decision, I'm looking at whether IPA acted in accordance with the policy terms and fairly and reasonably in relation to their claim. Each case is determined on its own facts and merits. I can't comment on the actions of other insurers dealing with claims against policies with different terms and conditions.
- 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 Mr C and Mrs C to accept or reject my decision before 13 January 2026.

Louise Povey
Ombudsman