

The complaint

Miss B and Miss V complain that Inter Partner Assistance SA (IPA) declined their claim against their travel insurance policy. Reference to IPA includes its agents.

What happened

Miss B and Miss V had a single trip travel insurance policy underwritten by IPA. Their return flight was cancelled by the airline because of strike action. Miss B and Miss V say the airline didn't offer them an alternative flight within a reasonable time. They arranged alternative rail travel in order to return home.

Miss B and Miss V made a claim against the policy in relation to their additional travel, accommodation and food costs. IPA declined the claim. It subsequently said the section of the policy to which Miss B and Miss V referred only covers unused travel and accommodation costs. But IPA said it would reconsider Miss B and Miss V's claim for delay benefit. It said it shouldn't have declined the claim entirely and offered Miss B and Miss V compensation of £25 in relation to service issues.

Miss B and Miss V say IPA should settle their claim. They say IPA has misinterpreted and misapplied its own policy wording. Miss B and Miss V say IPA assessed their claim incorrectly and that the policy wording is vague, ambiguous and misleading.

One of our Investigators looked at what had happened. He didn't think IPA had acted unfairly or unreasonably in declining Miss B and Miss V's claim for additional expenses. The Investigator said the claim falls under the part of the policy that offers delay benefit. He thought IPA had acted fairly in offering compensation of £25 in relation to service issues.

Miss B and Miss V didn't agree with the Investigator. They said the policy wording is ambiguous. Miss B and Miss V said their return flight was cancelled so was '*unused*' and the policy simply says '*accommodation*' and not '*unused accommodation*', so IPA should settle their claim.

The Investigator considered what Miss B and Miss V said but didn't change his view. Miss B and Miss V 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.

Through no fault of their own, Miss B and Miss V had a difficult return journey and incurred additional expenses they hadn't planned for. It's clear Miss B and Miss V have very strong feelings about this matter. They have provided detailed submissions to support the

complaint, which I have read and considered. I trust that neither Miss B nor Miss V will take as a discourtesy the fact that I focus on what I consider to be the central issue, that is whether IPA acted fairly and reasonably in response to their claim.

In this decision, I'm dealing with Miss B and Miss V's complaint which led to IPA's final response of 19 August 2025. 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 intend to uphold this complaint and I'll explain why:

- Insurance policies aren'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. In general terms, and as long as consumers are treated fairly, insurers can decide what risks they wish to cover. 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 H – Delayed departure

[...]

What is covered

If **you** have arrived at the terminal and have checked in, or attempted to check in for **your** prebooked flight [...] from or to the **United Kingdom** [...] and it is:

1. Delayed for more than 11 hours beyond the intended departure time.
2. Is cancelled before or after the scheduled time of departure as a result of any of the following events:
 - a. **Strike or industrial action.**

[...]

We will pay you:

1. £20 for the first completed 11 hours delay and £20 for each full 11 hours delay after that, up to a maximum of £300 (which is meant to help **you** pay for telephone calls made and meals and refreshments purchased during the delay) provided you eventually travel.
2. Up to £2,000 for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **you** have paid or are contracted to pay, if:
 - a. After a delay of at least 11 hours.
 - b. Following cancellation, no suitable alternative public transport is provided within 11 hours of the scheduled time of departure.

You choose to cancel **your trip** before departure from the United Kingdom [...]

This sort of term is common in policies of this type. I don't think it's ambiguous, or unusual.

'**Trip**' is defined as '...any holiday, business or pleasure **trip** or journey made by **you** within the area of travel shown in the schedule which begins and ends in **your home area** or place of business during the **period of insurance**, but excluding **one-way trips** or journeys.'

- I don't think IPA acted unfairly or unreasonably in declining Miss B and Miss V's claim against paragraph 2. of '**We will pay you**'. That's because their claim wasn't for *unused* travel and accommodation costs: it was for *additional* travel and accommodation costs. I think it's sufficiently clear that '*unused*' refers to both travel

and accommodation costs. I don't think IPA was required to repeat '*unused*' before '*accommodation*'. In any event, payment under this paragraph applies when the insured choose to cancel their trip before departure from the UK. That's not what happened here.

- IPA says it will pay Miss B and Miss V the travel delay benefit in paragraph 1. of '**We will pay you**'. I think that's fair and reasonable. IPA says it's waiting to receive bank details from Miss B and Miss V. If Miss B and Miss V wish to receive the travel delay benefit, they should contact IPA with their bank details.
- I've considered the remaining sections of the policy. There is no cover in the policy for Miss B and Miss V's additional costs in the circumstances that arose here.
- In response to the Investigator's view, Miss B and Miss V said IPA should reimburse them for the cost of their cancelled return flight. That wasn't something that was included in their original claim, so IPA hasn't had the chance to address that. But I can say that's something that may be recoverable from the airline and there's an exclusion in the policy in relation to costs which are recoverable from the public transport operator.
- I'm sorry to disappoint Miss B and Miss V but, considering everything, I don't think IPA treated them unfairly or unreasonably in declining their claim for additional costs in the circumstances which arose here. I think the compensation IPA has already paid in relation to service issues is fair and reasonable in this case.

My final decision

My final decision is that I don't uphold this complaint. If Miss B and Miss V wish to proceed with their claim for delay benefit, they should contact IPA direct.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Miss V to accept or reject my decision before 17 February 2026.

Louise Povey
Ombudsman