

The complaint

Mr and Mrs D have complained that Inter Partner Assistance SA (IPA) declined a claim they made on a travel insurance policy.

What happened

Mr and Mrs D were taking a trip abroad in April 2025. They unfortunately missed their outbound flight and so made a claim on the policy for unrecoverable costs and additional expenses.

IPA declined the claim on the basis that the circumstances are not covered under the policy terms.

I wrote a provisional decision last month in which I explained why I wasn't thinking of upholding the complaint and inviting the parties for any further comments. Mr and Mrs D provided a response, which I will address below.

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 carefully considered the obligations placed on IPA by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for IPA to handle claims promptly and fairly, and to not unreasonably decline a claim.

Insurance policies aren'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. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy terms under 'Section 1 – Missed Departure', it states:

'We will pay you up to £1,000 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination or returning to your home, if you fail to arrive at the departure point (including for residents of Northern Ireland any departure point in the Republic of Ireland) in time to board the public transport on which you are booked to travel on for the initial international 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.*

Special conditions relating to claims

1. *You must allow enough time for the public transport or other transport to arrive on schedule and to deliver you to the departure point.*

As explained in my provisional decision, the question for me was therefore whether the circumstances of Mr and Mrs D missing their flight met the terms of the above wording.

Due to concerns about Mrs D's pregnancy, they made a detour to the hospital on their way to the airport. Mrs D had a check-up which confirmed that she was ok to travel. They haven't said exactly what time they were back in the car but, at the very earliest, it can only have been at about 13.00hrs.

The flight was at 16.45, with passengers being advised to arrive two hours early. The bag drop-off closed at 15.45 (although they had been incorrectly told by the airline that it shut at 16.05).

The drive to the airport would ordinarily take two and a half hours. So, even without heavy traffic, they would only have arrived at about 15.30, which isn't leaving enough time to park and navigate their way to baggage drop-off.

In response to my provisional decision, they've said that, had they been correctly informed that check-in closed at 15.45 (during a phone call they made to the airline whilst in the car), they would have made different decisions, such as not continuing with the journey to the airport. As it was, they felt they had adequate time to arrive at the airport. I'm afraid that, as they are saying there was only a 15 minute margin for error, that further reinforces that they hadn't left the hospital in sufficient time.

The accident on the motorway, and the misinformation about the baggage drop had likely knock-on effects. However, the fundamental reason for missing the flight was due to not allowing enough time for their travel to the airport.

I remain very sympathetic to Mr and Mrs D's situation. As I said in my provisional decision, of course they needed to go to the hospital and there's no suggestion that they could have done anything differently. However, neither that, nor being given misinformation by the airline, is an insured event under the policy terms.

I appreciate their further comments, however, on balance, I see no reason to depart from the outcome reached in my provisional decision. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 6 May 2026.

Carole Clark
Ombudsman