

The complaint

Mrs W and Mr W complain about Inter Partner Assistance SA (“IPA”) and the decision to decline the claim they made on their travel insurance policy, after they missed a flight home.

Mrs W has acted as the main representative during the claim and complaint process. So, for ease of reference, I’ll refer to any actions taken, or comments made, by either Mrs W or Mr W as “Mrs W” throughout the decision.

What happened

Mrs W held an Annual Multi Trip travel insurance policy, underwritten by IPA. On 17 March 2023, Mrs W and Mr W were due to fly home from their abroad destination and they arrived at the airport two hours before their flight was due to take off. Unfortunately, due to strike action taken by border agents at the airport, Mrs W and Mr W were unable to pass through border control to make their flight, which took off on time. So, Mrs W and Mr W incurred unexpected costs, which included overnight accommodation and alternative flights, in order to ensure they made it home. And they made a claim on the policy provided by IPA to recoup these costs.

But IPA declined Mrs W’s claim. They thought that, as Mrs W and Mr W had reached the airport on time and the delay was instead caused by a long queue within the airport itself, there wasn’t an insured peril under the policy they provided. So, they didn’t think they should reimburse the costs Mrs W and Mr W incurred. Mrs W was unhappy about this, so she raised a complaint.

Mrs W referred to the “*Missed departure*” section of the policy, which she felt stated that she should be covered for accommodation and travel expenses incurred as a result of strike or industrial action. So, as she’d been unable to board her flight due to delays caused by strike action, she thought IPA had acted unfairly when declining the claim and she wanted this decision to be reversed. IPA responded to the complaint and didn’t uphold it. They thought they had acted fairly, and in line with the terms and conditions of the policy Mrs W held. So, they didn’t think they needed to do anything more. Mrs W remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and didn’t uphold it. They thought IPA had declined the claim fairly, as they didn’t think Mrs W’s situation was covered under the policy terms and conditions, noting she had arrived at the airport, and so the departure point, on time. And because of this, they didn’t think IPA needed to do anything more.

Mrs W didn’t agree. She thought the departure point was the point at which she boarded the aircraft, rather than the entrance of the airport itself. And so, she thought the circumstances of her claim met the terms and conditions listed within “*Missed departure*” section of the policy. Our investigator considered Mrs W’s comments but didn’t agree, stating their belief the departure point was the airport, rather than doors to the aircraft. So, their view remained unchanged. Mrs W continued to disagree and so, the complaint has been passed to me for a 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'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mrs W and Mr W. I don't doubt the upset they felt, and the inconvenience they were caused, when they realised they had missed their flight home while abroad. And I appreciate Mrs W and Mr W took out the insurance policy with IPA on the belief it would assist them both practically and financially in situations such as the one they found themselves in. So, when Mrs W submitted a claim for the reimbursement of the expenses they incurred, and IPA declined it, I can understand the confusion and frustration they would've felt, considering they missed their flight due to strike action they had no control over.

But for me to say IPA should do something more, such as reverse their original claim decision and accept it, I first need to be satisfied IPA have done something wrong. So, I'd need to be satisfied IPA failed to act within the terms and conditions of the policy Mrs W held when declining the claim. Or, if I think they did act within these, I'd need to be satisfied IPA acted unfairly in some other way. And in this situation, I don't think that's the case.

I've seen the terms and conditions of the policy Mrs W held. And these explain under the section headed "*Missed departure*" that IPA "*will pay you up to £1,000 for reasonable additional accommodation and travel expenses necessarily incurred in reaching your overseas destination or 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*" before going onto provide a list of reasons for a failure to arrive on time. These included "*strike or industrial action*".

So, as Mrs W and Mr W missed their departure, and this was directly impacted by queues created by strike action, I can understand why they feel their claim should be accepted. I also understand Mrs W's rationale about what she feels a departure point should be defined as.

In this situation, the term "*departure point*" isn't defined within the policy. So, in situations such as this, I've had to think about what I think a reasonable definition is, based on the evidence available to me and the wording of the policy Mrs W held.

On this occasion, I can see within the "*Missed departure*" section it also includes a special condition which states "*you must allow enough time for the public transport or other transport to arrive on schedule and deliver you to the departure point*".

So, as any public transport or other transport would deliver Mrs W and Mr W to the entrance of the airport itself, rather than through check in and any other queues within the airport facility, I think this makes it reasonably clear that, for the purposes of the policy Mrs W held, the departure point is intended to be the airport itself, rather than the point at which she and Mr W were due to board the aircraft.

And because of this, I think the wording of the policy makes it reasonably clear that for there to be an insured event under the "*Missed departure*" section of the policy, there would need to have been a delay in the journey to the airport, rather than inside the airport as it

was on this occasion.

As I've already set out above, Mrs W has confirmed and accepted she arrived at the airport around two hours before her flight was due to leave. And, that she believed this to be in time to board her flight in a usual situation, if there weren't extreme queues within the airport itself.

So, while I do appreciate Mrs W's failure to make her flight was caused by circumstances out of her control, I don't think any delays caused by strike action within the airport qualify as an insured event under the terms of the policy. Had there been strike action that had impacted Mrs W's journey to the airport, and so the departure point, then I think this is the situation the policy was designed to cover. Because of this, I don't think I can say IPA have acted outside of the policy, or unfairly, when declining Mrs W's claim. And so, I don't think they need to do anything more on this occasion.

I understand this isn't the outcome Mrs W was hoping for. And I appreciate this decision will leave Mrs W at a financial loss, which is something I've considered at length. But for me to say IPA should cover Mrs W's financial losses, I first have to be satisfied there is an insured event that is covered under the policy they provided, that Mrs W paid a premium for. And in this situation, I don't think that's the case.

My final decision

For the reasons outlined above, I don't uphold Mrs W and Mr W's complaint about Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 11 September 2023.

Josh Haskey
Ombudsman