

The complaint

Ms A complains that Inter Partner Assistance SA ('IPA') has unfairly declined her travel insurance claim.

What happened

Ms A had an annual multi trip travel insurance policy which was underwritten by IPA. Ms A travelled from the UK to a country I'll refer to as B, before travelling to her final destination country, which I'll call G.

On her return journey, Ms A boarded a train in G travelling to B from where she was due to catch another train to come back to the UK. Unfortunately, the train from G was delayed, causing Ms A to arrive too late in B to catch her onward connection home. She therefore had to purchase a new train ticket for the next day and incurred the cost of overnight accommodation. Upon her return she made a claim for her expenses to IPA.

IPA declined the claim. It initially said that her delay was less than 12 hours, so she didn't qualify under the delayed departure section, however, Ms A referred to the missed departure section of the policy and asked IPA to reconsider. It responded to say that there wasn't cover under this section as she wasn't delayed from her initial departure point. Unhappy with this answer Ms A complained to IPA about the claim and also how her claim had been handled. IPA didn't change its stance on the claim but did agree to pay £100 compensation for the way the claim was handled. Ms A then brought the complaint to this service.

Our investigator looked into the matter but didn't uphold the complaint. He said that the policy didn't provide cover for the circumstances Ms A found herself in. And he felt that the £100 compensation was fair. As no agreement could be reached, the matter has been 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.

The relevant rules and industry guidelines say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when deciding what I think is fair and reasonable in the circumstances of Ms A's complaint.

The policy terms and conditions

The train Ms A was travelling in was delayed and this meant she missed the departure of her next train which was bringing her back to the UK. The cover under Section I – Missed departure states the following:

What is covered

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*

There is also a list of exclusions which specifically apply to claims under this section. This includes the following:

What is not covered

- e. Your failure to arrive at the departure point in time to board any connecting public transport after your departure on the initial international outbound and return legs of the trip.*

Has the claim been declined fairly?

Based on the policy terms above, I can see that there is cover for missed departure on the policy if this is caused by the failure of public transport. And as Ms A has told us, the train taking her from G to B was delayed. However, there is other criteria which also needs to be met in order for a claim to be paid.

The policy states it will only provide cover for missed departure if you fail to arrive at the departure point in time to board the initial international return leg of the trip. Ms A's initial international return leg was the train from G to B, as this was the initial journey taking her from one country to another on her return. If Ms A had arrived too late to make her departure from G, for one of the listed reasons, cover would have been provided. But this didn't happen in her circumstances. It was the ongoing connection from B back to the UK that she missed, not the initial international return leg of her journey. So, I don't think IPA has acted unreasonably by declining to pay her claim.

I've also looked at the remainder of the policy wording to see if there are any other sections which would consider Ms A's claim, but the circumstances she found herself in don't appear to fall within any of the other sections of cover provided. Taking everything into account, I don't think Ms A's claim is covered under the policy terms and conditions, nor are there reasonable grounds upon which it would be fair for me to ask IPA to accept this claim. I'm therefore not persuaded that IPA needs to do anything more.

Customer service

Ms A has said that she is unhappy with the handling of her claim by IPA. She has referred to a conversation she had with IPA where it didn't action what it said it would, causing her case not to be reopened and the case reconsidered within a reasonable length of time.

I appreciate this must have been frustrating for Ms A who was trying to get a resolution to her claim. I've noted IPA has apologised for this and offered a payment of £100 as compensation. Having carefully considered the matter, I'm satisfied that this offer of compensation is fair and reasonable in the circumstances. I don't require IPA to pay

anything further.

My final decision

For the reasons mentioned above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 5 January 2024.

Jenny Giles
Ombudsman