

The complaint

Mr S is unhappy that Inter Partner Assistance SA (IPA) declined a claim on his travel insurance policy.

What happened

Mr S was abroad and his flight back to the UK was cancelled. His airline offered him some options, including an alternative flight which was the next day from a different city. Mr S chose to do this and incurred some additional costs. Mr S's airline told him the cancellation was due to adverse weather.

IPA rejected the claim as they said the circumstances weren't covered by the policy. Mr S complained to IPA but they maintained their decision to decline the claim. Unhappy, Mr S made a complaint to the Financial Ombudsman Service.

Our investigator looked into what had happened and didn't uphold the complaint. She didn't think there was cover under the policy for the costs Mr S wanted to recover. Mr S didn't agree. He clarified that the airline had covered the cost of his new flight, but he'd incurred additional hotel and transport costs. He said the policy wasn't clear.

So, I need to make 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.

The relevant rules and industry guidelines say that IPA has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

I'm not upholding Mr S's complaint because:

- Travel insurance doesn't cover every eventuality. It provides cover in certain circumstances and it's for Mr S to show he has a valid claim under the policy. I don't think it was unreasonable for IPA to decline the claim as I don't think Mr S has demonstrated an insured event took place.
- I think the policy wording made it sufficiently clear that not all claims for cancellation or delay would be covered. I also think the policy wording made it sufficiently clear that there were limitations to the cover. For example, it sets out what is and isn't covered under each section.
- Section A of the policy doesn't apply to the cancellation of a flight. It covers the cancellation of a whole trip in specified circumstances. So, there is no cover under that section of the policy.
- Section H covers 'delayed departure' which includes flights which were cancelled as

a result of adverse weather conditions. If a successful claim is made IPA can pay for unused travel and accommodation costs or other pre-paid charges the policyholder had paid or was contracted to pay. So, there is no cover under this section for the additional expenses Mr S incurred. In any event, the letter from Mr S's airline doesn't explain why his original flight was cancelled as it only refers to the replacement flight. So, I've not seen persuasive evidence which confirms the flight was cancelled due to adverse weather conditions. That means, based on the available evidence, there isn't enough evidence to demonstrate an insured event.

- Mr S didn't have travel disruption cover under Section Q of the policy. It's an additional cover option which Mr S hadn't purchased. It does offer cover for additional expenses as a result of delay or cancellation. Mr S didn't have the benefit of the additional cover offered under that section of the policy.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 5 September 2023.

Anna Wilshaw
Ombudsman