

## The complaint

X, Mrs H and Mr H are unhappy that Inter Partner Assistance SA (IPA) declined their travel insurance claim.

Any reference to IPA includes all its agents.

X has been the main complainant dealing with this complaint. So, I will refer to X throughout the decision although all three complainants are joined in.

## What happened

X booked a trip with his wife and son for departure on 14 December 2022 and returning to the UK on 20 December 2022. They arrived at the airport, but X was denied boarding. This was due to an error with his name on the ticket compared to the name recorded on his passport.

Neither their travel agent nor their airline was able to amend the ticket there and then. So, X had to either remain behind or purchase a new return ticket. X decided to purchase a new ticket and went ahead with the trip with his wife and son.

Upon his return, X submitted a claim to IPA for the cost of the new ticket. It provided a final response which said the event that led to making the claim wasn't covered under X, Mrs H and Mr H's policy.

Unhappy with IPA's response, X brought the complaint to this service. Our investigator looked into it and didn't uphold the complaint. He didn't think IPA had declined the claim unfairly or unreasonably because the circumstances of what happened are not covered under their policy.

X disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

## 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 started by looking at the terms and conditions of X, Mrs H and Mr H's policy as this forms the basis of their travel insurance contract with IPA.

The relevant term is set out on page 44 and 45, section 3 – '*Disruption or delay to travel plans*'.

On page 44, it sets out information on '*The Denied Boarding Regulation*'. This explains minimum rights for air passengers to ensure they are treated fairly and that they may be entitled to compensation from the airline. Point one gives an example of being denied boarding and says, '*Denied Boarding - have you been denied boarding because the airline did not have enough seats on the flight?*' I have commented on this because section 3 then

goes on to explain in what event cover will be provided.

This says:

### **'3. Travel Disruption**

*We will pay you up to the amount shown in the Table of Benefits for your reasonable additional accommodation and public transport travel expenses (up to the standard of your original booking) so that you may continue your trip if your trip is disrupted due to:*

- *a catastrophe or*
- *the public transport on which you were booked to travel being cancelled or delayed for at least 12 hours, diverted or redirected after take-off or*
- *you are involuntarily denied boarding and no suitable alternative is offered within 12 hours.'*

Based on the above section, I've considered whether the claim X has made is covered under X, Mrs H and Mr H's policy. I understand the reason for X being denied boarding was due to there being a name mismatch between his ticket and his passport. The error made was substantial enough which meant that it couldn't be accepted or amended before the departure time. I can see there was communication between X and the ticket provider (a third-party agent travel agent) which states that it hadn't made the error. But I accept it's not entirely clear who made the error between X and the ticket provider. It is clear however that the airline itself hadn't made the error and therefore X wasn't denied boarding to the fault of the airline.

So, while X was denied boarding, this isn't because of the airline over-booking seats, for example, and then having to provide suitable alternative accommodation. And because of the reference to the second part of the same term '*no suitable alternative is offered within 12 hours*', I think it's reasonable to say that being denied boarding refers to circumstances where the airline has, for example, overbooked, and therefore needs to offer passengers suitable alternative accommodation.

I acknowledge X thinks the wording of the policy here isn't clear. I've thought about this, and I don't agree. An error was caused and while I understand this is difficult to bear in the circumstances here, I'm not persuaded the cost is covered under X, Mrs H and Mr H's policy or that IPA is responsible for covering the claim. Section 3 refers to circumstances where the passenger is denied boarding by the airline due to, for example, overbooking or rescheduling or cancelling flights and where no suitable alternative was offered within 12 hours. This isn't what happened in X's situation here.

I've looked at the remaining terms and conditions of the policy to see if cover applies elsewhere. While I appreciate X, Mrs H and Mr H will be disappointed, I don't think there is cover for what happened in the circumstances under their policy. I do understand that X paid for the ticket in good faith and renounced the option of making a claim against other stakeholders. As far as I can see, the responsibility of making sure the name was correct on the ticket and that it matched X's passport, was both X's and the agent's. I also appreciate that errors can happen, but insurance doesn't provide cover for every eventuality. And, in this case, there is no cover for what happened.

Overall, I'm satisfied that IPA hasn't declined X, Mrs H and Mr H's claim unfairly or unreasonably. It follows, therefore that I don't require IPA to do anything further.

**My final decision**

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

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

Nimisha Radia  
**Ombudsman**