

The complaint

Ms M is unhappy that Inter Partner Assistance SA (IPA) declined a claim she made under her travel insurance policy.

What happened

Ms M took out a single trip travel insurance policy. It was issued on 28 January 2023 and was to cover a trip taken in the UK, between 9 March 2023 and 16 March 2023. The policy provided cover for various pre-departure and post-departure risks.

Ms M explained that she was due to travel to one area for an event, and then on to another location for a further, separate event. However, before travelling, Ms M was informed that a train she was due to take on the return leg of her journey was cancelled – this being due to strike action. This meant Ms M would have missed a connecting flight she needed to take home. As this meant Ms M wouldn't have been able to get home, she's explained she had to abort the whole trip.

As Ms M couldn't travel any longer, she's explained she lost the cost of pre-booked flights, trains, and accommodation – at a cost of £580. As Ms M had suffered this loss, she contacted IPA to make a claim under her travel insurance policy.

IPA considered Ms M's claim and declined it. It said there was no cover under Ms M's policy for the situation she found herself in.

Ms M didn't consider this to be fair. She explained that she'd taken out insurance for if this sort of eventuality had happened. And noted that she was unable to travel on the trip through no fault of her own.

IPA maintained its position on the matter. As Ms M remained dissatisfied, she referred her complaint to this service for an independent review.

Our investigator considered this complaint and didn't think it should be upheld. They explained that the policy did provide cover for cancellation of a trip – in certain, listed circumstances. But Ms M's reason for cancellation didn't fall into one of those listed circumstances. So, the investigator said IPA acted fairly in declining the claim.

Ms M didn't agree and asked for the matter to be referred to an ombudsman. So, this complaint has been referred 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.

Having done so, I've decided not to uphold this complaint. I've explained why below.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that

an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether IPA acted in line with these requirements when it declined to settle Ms M's claim.

I've also reviewed Ms M's policy documents, to see what cover they provided her with. On doing so, I can see the policy does provide cover for the need to cancel a trip.

But, as is common in policies of this nature, for these costs to be covered, the reason for cancelling the trip must be one of those reasons listed in the section as covered. If the reason for cancelling the trip isn't listed, then the loss isn't covered, and the policy won't respond.

The section lists situations such as being injured or falling ill, being made redundant or having to attend jury service. I've considered whether any of the things listed here apply in Ms M's situation. But I'm satisfied they don't. Ms M couldn't travel because of a train cancellation – which happened due to strike action. This isn't one of the reasons listed as covered in this section. So, I'm satisfied IPA acted fairly in declining to settle Ms M's claim. It acted in line with the terms of the policy.

I've reviewed all other areas of the insurance policy to see if any of those provide cover for the incident Ms M is claiming for. But I'm satisfied they don't provide cover for the situation Ms M found herself in.

Given this, I'm satisfied IPA acted fairly and reasonably in declining to settle Ms M's claim. It isn't covered by the policy.

My final decision

Given the above, my final decision is that I don't uphold this complaint. So, I don't require Inter Partner Assistance SA to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 9 November 2023.

Rachel Woods
Ombudsman