

The complaint

Mr B and Mr P complain that Inter Partner Assistance SA (“IPA”) has unfairly declined their travel insurance claim.

Mr B was the policyholder and Mr P was an additional covered person who travelled on the relevant trip. For ease of reference, I’ll refer only to Mr B in my decision, as he was the policyholder.

What happened

Mr B held a travel insurance policy underwritten by IPA.

In April 2023, while Mr B was abroad, he says the airline changed his return flight to an earlier time without telling him. He missed the flight and had to pay for accommodation and a new flight home.

Mr B tried to resolve things with the airline but, when he couldn’t, he called IPA to make a claim on his travel insurance policy. He says IPA told him that he could claim up to £2,000. He went on to provide various documents to IPA in support of his claim but, when he spoke to them again in July, IPA said the claim was not covered. Mr B complained. He said IPA had misled him and provided poor service.

IPA considered Mr B’s complaint and agreed with it in part. It said that the airline changing the flight time without informing Mr B was not covered. So, it thought the claim had been declined correctly. But, it agreed that it had provided poor service by failing to tell Mr B that his claim was not covered when he first called. It also thought it took too long to reach an answer. So, IPA paid Mr B £75 to apologise for this. When Mr B wasn’t happy with this, it offered a further £25.

Mr B didn’t think this was fair, so he referred the complaint to the Financial Ombudsman.

Our investigator looked into things and didn’t think the complaint should be upheld. She thought Mr B’s policy terms did not cover the circumstances of his claim. And she thought the compensation that IPA had paid was enough to address the service issues.

Mr B didn’t agree. He pointed to various sections of his policy that he thought covered the circumstances of his claim. He also wanted to know why IPA had asked for more information if it was never going to pay.

Because Mr B didn’t agree, the complaint has been passed to me to make a final 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 upholding this complaint to the extent that I’m directing IPA to pay Mr B the further compensation that it offered. I won’t be telling IPA to pay the claim. I know this will

be unwelcome news for Mr B and I'm sorry to hear about the disruption he and Mr P experienced, especially on the day of a special occasion. I've focused my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't feel it affects what I consider to be the right outcome.

Mr B says the airline changed his flight to an earlier departure time without telling him. IPA says this specific situation is not covered by Mr B's policy. I've reviewed Mr B's policy terms and I'm satisfied that a flight departing early is not covered by the missed departure or delayed departure sections of cover, or any other section of cover.

Further, the emails that Mr B has provided from the airline do not confirm that his flight left early. They only confirm that his flight wasn't delayed or cancelled. I appreciate what Mr B has said about what happened, and I don't doubt his version of events. But, as I can't find a section within his insurance policy that covers him if he misses a flight due to it departing early, and as the airline has not supported his version of events, I don't think it was unreasonable for IPA to decline the claim.

With that said, IPA was under a duty to handle Mr B's claim promptly and fairly. Mr B says he was led to believe that IPA would cover his claim. IPA admits this. I've reviewed its claim notes, and I can see its agent thought Mr B held optional 'travel disruption cover', providing up to £2,000 in certain circumstances. But, I've checked Mr B's policy schedule and he did not hold this optional cover. I've also checked the terms and conditions of it, and I don't think Mr B's circumstances would have been covered in any case.

I know Mr B feels that IPA should pay what it promised to him. But his insurance contract did not provide for this. And I can't see that he has suffered any additional losses as a result of IPA's poor advice, because he had been back in the UK for several weeks before he spoke to IPA. So, I don't think it would be fair for me to tell IPA to pay an amount of money to which Mr B was never entitled.

Even so, I agree that IPA misled Mr B. I think this caused a good deal of disappointment and upset when he learned his claim would not be covered. And I think he was caused further inconvenience when IPA asked him to provide documents that were unlikely to have made a difference to his claim.

I've also listened to the call IPA had with Mr B on 5 July 2023. IPA's agent said the claim was not covered unless Mr B could provide evidence from the airline to show that his flight was delayed or cancelled. This advice was correct to the extent that Mr B would need to provide evidence if that had been the case. But Mr B had already explained to IPA that his flight had left early. I think IPA ought to have known in the first instance, and certainly by 5 July 2023, that the circumstances of Mr B's claim were not covered. Finally, IPA admits that it took too long to reach a decision on the claim, and I think that's right.

I've considered the impact that IPA's mistakes had on Mr B. And I've weighed this against the £100 in total that IPA put forward. I've also considered our published guidelines for compensation awards. I think IPA's offer recognises the disappointment and frustration it caused to Mr B by its poor handling. I also think it falls in line with what we say IPA should do in a situation like this. So, I think it's fair that IPA pays the total amount it has offered. I know this will be disappointing for Mr B, and I'm sorry about that. But I'm satisfied his claim isn't covered by his insurance policy. And while I agree that IPA did a poor job of handling his claim, I think its offer of compensation was fair to resolve things.

Putting things right

To resolve this complaint, IPA must pay Mr B £100 in total compensation, to be reduced by the £75 it has already paid.

My final decision

For the reasons I have given, I uphold Mr B and Mr P's complaint about Inter Partner Assistance SA and direct it to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mr P to accept or reject my decision before 12 September 2024.

Chris Woolaway
Ombudsman