

The complaint

Mrs A complains that Inter Partner Assistance SA (IPA) has turned down a cancellation claim she made on a travel insurance policy.

What happened

Mrs A was due to go on her holiday with her children. Unfortunately, one of her children was denied boarding at the airport because their passport was damaged. Understandably, Mrs A decided not to travel. So she made a cancellation claim on the policy.

IPA turned down Mrs A's claim. That's because it said the policy specifically excluded claims which arose because a policyholder couldn't produce a valid passport. It felt the exclusion clause applied to the circumstances of Mrs A's claim.

Mrs A was unhappy with IPA's decision and she asked us to look into her complaint.

Our investigator didn't think Mrs A's complaint should be upheld. She didn't think it had been unfair for IPA to conclude that Mrs A's claim wasn't covered by the policy terms.

Mrs A disagreed and so the complaint's 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.

Having done so, whilst I'm sorry to disappoint Mrs A, I don't think it was unfair for IPA to turn down her claim and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of Mrs A's policy and the circumstances of her claim, to decide whether I think IPA treated her fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract between Mrs A and IPA. No travel insurance policy covers every eventuality. Travel insurers set out the risks they've chosen to cover (and those they've chosen not to cover) in the policy terms. Generally, we won't tell an insurer what risks it should and shouldn't cover.

Mrs A made a cancellation claim, so I think it was reasonable and appropriate for IPA to consider the claim in line with the cancellation section of the policy. I've looked carefully at the listed, insured events IPA has chosen to cover under this section of the policy. I'm satisfied IPA has clearly set out the insured events it covers under this section. I accept that IPA does provide cancellation cover if a policyholder's passport is *stolen* within 72 hours of their planned departure time. But a policyholder being denied boarding because of damage to their passport *isn't* something IPA has chosen to insure.

And I've also looked closely at the things IPA has chosen to exclude from cover. Pages 20

and 21 of the contract list the 'General Exclusions'. These include the following term:

'Your policy does not cover you for any claim directly or indirectly resulting from the following:

- *Your inability to travel due to your failure to hold, obtain or produce a valid passport or any required visa in time for the booked trip.'*

In my view, this term is clear and understandable. I can also see that it's been clearly set out on the 'What is not insured' section of the Insurance Product Information Document, which provides an at-a-glance summary of the main policy benefits, features and exclusions.

It's clear that Mrs A had to cancel her trip because her child was denied boarding due to a damaged passport. So I don't think it was unfair for IPA to conclude not only that her cancellation claim wasn't covered by the cancellation section of the policy, it was specifically excluded from cover too.

I sympathise with Mrs A's position because I appreciate she had no choice but to cancel her trip. I understand she's significantly out of pocket as a result. I know she'll be upset by my decision. But based on all I've seen; I don't think IPA acted unfairly when it promptly concluded that the claim wasn't covered and turned it down. And overall, I don't think there are any reasonable grounds upon which I could direct IPA to pay this claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 29 February 2024.

Lisa Barham
Ombudsman