

## **The complaint**

Mr H is unhappy that Inter Partner Assistance S.A (IPA) declined a claim made under his travel insurance policy.

## **What happened**

Mr H says he was unwell, and, because of this, he was unable to go to a planned event within the UK in February 2024.

He made a claim under the policy for his out-of-pocket costs. IPA declined the claim as it says Mr H was aware of the circumstances which led to the claim being made when buying the policy.

Our investigator didn't uphold Mr H's complaint. As Mr H disagreed, his complaint has been passed to me to consider everything afresh 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.

So that everyone's clear, I'm only considering the complaint relating to the claim ending 00.

IPA has an obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

I appreciate Mr H will be very disappointed but for the reasons set out below, I'm satisfied IPA has acted fairly and reasonably by declining the claim.

The policy terms and conditions say in the general conditions (and elsewhere within the policy terms) that IPA won't cover "any claim directly or indirectly resulting from...any circumstances known to you before you purchased your policy or at any time of booking any trip which could reasonably have been expected to lead to a claim under this policy". That's a common term in travel insurance policies.

Mr H provided IPA with a doctor's letter which said that Mr H had an unforeseen chest infection. And this led to his trip being cancelled. It's reflected in the letter that those symptoms started on 6 February 2024.

The schedule of insurance reflects that the policy was issued on 6 February 2024 and that it was sent to Mr H by email on the night of the same date. The medical screening declaration completed for the policy is also timed at just after 10pm on 6 February 2024.

So, on the balance of probabilities, relying on the doctor's letter, and because Mr H's trip was cancelled due to the chest infection, I'm satisfied IPA has fairly and reasonably concluded that Mr H was aware of his chest infection at the time of buying the policy.

Another doctor has provided a follow up letter dated a few days after the first (and after the date the claim had been declined). That reflects the symptoms of the chest infection started on 18 February 2024 (so after the policy was bought). The letter says: “that the previous partner practitioner entered the incorrect start date for the symptoms relating to the matter in question; please accept our sincere apologies for this error”.

I don't think IPA has acted unfairly by relying on the original doctor's letter and placing more weight on what's said. I accept that the second letter sets out that an incorrect date was given on the first letter but, I'm satisfied that the first letter carries more persuasive weight. This is because I'd generally consider the initial evidence provided in support of a claim to be the most accurate. In addition, no substantive explanation has been provided by the doctor who wrote the first letter to explain why the date of 6 February 2024 was originally stated to be the start date of symptoms.

I agree that IPA didn't provide a final response to Mr H's complaint about this claim being declined, which clearly set out its response to this complaint. However, I don't think Mr H was subjected to any detriment as a result. Mr H is entitled to bring a complaint to the Financial Ombudsman Service if he didn't receive a response to his complaint from IPA within eight weeks. He did bring that complaint and it's likely that he always would've needed to, as IPA has continued to maintain its stance that it was right to decline his claim.

### **My final decision**

I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 August 2024.

David Curtis-Johnson  
**Ombudsman**