

The complaint

Mr C has complained that Inter Partner Assistance SA (IPA) declined a claim he made on a travel insurance policy.

What happened

Mr C had booked a trip abroad that was due to start on 26 January 2024. However, he felt unwell on that date and so cancelled the trip. He therefore made a claim on the policy.

IPA declined the claim on the basis that the circumstances were not covered under the policy terms.

Our investigator thought that IPA had acted reasonably in declining the claim. Mr C disagrees and so the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on IPA by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for IPA to handle claims promptly and fairly, and to not unreasonably decline a claim.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy terms, they state:

'What is covered

Cover for cancelling a trip

We will pay you up to the amounts shown on your certificate for your proportion only of your irrecoverable unused travel and accommodation costs and other pre-paid charges if you have to cancel your trip following any of the reasons which are shown in the table below.

-The death, injury due to an accident, illness, disease, or pregnancy complication of you, your travel companion, your close relative or your colleague.'

Therefore, the policy does provide cover for illness in certain circumstances. However, under 'How to make a claim', the terms go on to state:

'Section 1 – Cancelling or cutting short a trip

To make a claim under this section your policy where relevant you must provide us with:

- *Confirmation from a medical practitioner that you or your traveling companion are not fit to travel.'*

In cases of cancellation due to ill health, it is reasonable for IPA to require evidence that a policyholder was medically unfit to travel, and this requirement is set out in the policy terms as shown above.

In this case, Mr C says he had a very bad cold and didn't know if it was going to get worse. He thought it might be flu or possibly Covid. He contacted IPA immediately on the day he was due to travel and was sent a medical certificate for his GP to complete. He dropped the form off at his GP surgery the same day with a request for the doctor to fill in it. The completed form is dated 13 February 2024.

Next to the question: *'In summary, was the patient fit to undertake the trip and not planning to travel against the advice of a Medical Practitioner?'* the GP has circled 'YES'. The GP also confirms that there was: *'No consult with medical practitioner'*.

The doctor hadn't seen Mr C and the form was completed over two weeks after the trip had been cancelled. Mr C says that, if he had been able to see the doctor, it would have been agreed that he was unfit to travel.

Mr C says the question can be misinterpreted. His interpretation is that, because no consultation occurred, the doctor's statement of 'YES' was related to pre-existing medical conditions and so, up to the point of illness, yes he was fit to travel.

I don't agree that the question is unclear or unfair. And I haven't seen anything to suggest that the doctor now concedes that he completed the form incorrectly and was in fact supportive of Mr C's decision not to travel. The GP answered the question based on the information available to him. And as he had not seen Mr C around the time of his illness, it makes sense that he wouldn't have been in the position to state the Mr C was unfit to travel.

I appreciate what Mr C has said about the difficulty of getting a doctor's appointment in good time. Given how close the onset of his illness was to the start of his trip, I can understand how this might cause some practical difficulties and I would expect IPA to take this into account, together with any other available evidence.

However, as I understand it, Mr C made no attempt to see or speak to the GP or any other medical professional to discuss his health or seek verification that his condition made him unfit to travel. So, although he has said that it would have been unsafe just going to the airport, there is no independent medical evidence of that being the case.

I do have sympathy with Mr C's situation. He felt unwell and thought he was doing the responsible thing by not travelling. However, the question is whether the circumstances of him cancelling the trip are covered under the policy terms – and unfortunately they are not.

Overall, I'm satisfied that it was reasonable for IPA to decline the claim on the basis of there being insufficient evidence that Mr C was medically unfit to travel.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 9 December 2024.

Carole Clark
Ombudsman