

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 was due to go on a trip abroad on 1 May 2024. However, as he felt unwell, he cancelled the trip and made a claim on the policy.

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

Our investigator thought that IPA had acted fairly and reasonably in declining the claim, in line with the policy terms and conditions.

Mr C disagrees with the investigator's opinion 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, under section A for cancellation or curtailment, it states:

'What is covered

Cancellation

We will pay you up to £1,000 for your proportion only of any irrecoverable unused travel and accommodation costs (including excursions up to £250) and other pre-paid charges which you have paid or are contracted to pay, together with your proportion only of any reasonable additional travel expenses incurred if cancellation of the trip or one-way trip is necessary and unavoidable as a result of any of the following events:

1. The death, bodily injury, illness, disease, or complications of pregnancy of:

a. You.

(.....)'

Therefore, looking at the above wording, cancellation due to illness is something that is covered under the policy.

However, that section goes on to state:

'Special conditions relating to claims

1.If you cancel the trip or one-way trip due to:

b. Any other bodily injury, illness, disease or complications of pregnancy, you must provide (at your own expense) a medical certificate from a medical practitioner stating that this necessarily and reasonably prevented you from travelling. We need the medical certificate completed as soon as you find out it is necessary to cancel the trip, as any delay in seeing a medical practitioner could mean that your symptoms are no longer present. If you cannot get an immediate appointment, please make one for as early as possible and keep all details of this to help substantiate your claim.'

In this case, Mr C says he had cold or flu like symptoms. He was feeling extremely tired and had painful congestion. He thought travelling with a congested nose and ears might be too uncomfortable. He also thought that he might be refused onto the flight due to his appearance and that it would be better to avoid the risk of infecting other passengers.

He saw a GP on 3 May 2024, two days after his planned departure date. The GP has provided a medical report but IPA didn't think this provided sufficient evidence that Mr C had been medically unfit to fly.

The medical report simply notes what Mr C told the GP, in terms of the symptoms he had experienced. The GP's own observations were that Mr C looked well. There was no fever or shortness of breath – which were noted as having been resolved some five to seven days prior – so before the trip start date.

Mr C says there is nothing in the policy terms stating that a GP report can't be completed after the trip has been cancelled, or that there has to be a definite diagnosis. I accept that is the case.

However, in cases of cancellation due to ill health, it is reasonable for IPA to require some evidence that a policyholder was medically unfit to travel, and this requirement is set out in the policy terms as shown above. The requirement for cover is that the health condition was such that it necessarily and reasonably prevented someone from travelling.

I appreciate what Mr C has said about the difficulty in getting a GP appointment in good time and I would expect IPA to take that into account, together with any other available evidence. However, whilst the medical report says that Mr C is seeking a note to cover being unfit to fly, the doctor himself hasn't reached a conclusion that that was the case. And Mr C hasn't provided any other evidence in support of his claim.

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 the cancellation was medically necessary.

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 4 April 2025.

Carole Clark
Ombudsman