

The complaint

Mr B complains that Inter Partner Assistance SA (IPA) declined his claim against a travel insurance policy. Reference to IPA includes its agents.

Mr B is assisted in bringing his complaint by Mr S. I'll refer to comments from Mr S as if they are from Mr B.

What happened

In summary, Mr B had an annual travel insurance policy underwritten by IPA. He planned a trip with friends. The trip had multiple flights and departure and return dates of 22 May 2024 and 18 June 2024 respectively. When Mr B arrived at the airport for his first outbound flight, his friends were allowed to board the plane but Mr B was denied boarding by the airline. The airline said Mr B's passport was damaged. Mr B disputes that. Mr B returned home and booked new flights with departure and return dates of 1 June 2025 and 18 June 2024 respectively.

Mr B says the airline's actions led to the cancellation of his entire booking. He says the airline discriminated against him. Mr B made a claim against his policy in relation to his financial losses and distress arising from the airline's action in denying him boarding. IPA declined Mr B's claim. It said what happened here wasn't covered by the policy. It also referred to an exclusion in the policy relating to being denied boarding.

Mr B complained to the airline but didn't receive a substantive response. He also complained to the Civil Aviation Authority (CAA). The airline didn't respond to the CAA. In the absence of further information from the airline, the CAA said it hadn't shown there were reasonable grounds to deny boarding in this case.

Mr B complained to IPA about its decision to decline his claim. IPA maintained its position. Mr B pursued his complaint with this service.

Mr B says his passport is valid and he's provided evidence which he says supports that. He says IPA didn't ask to see his passport. Mr B says IPA's letter of 7 May 2025 to Mr S implied, incorrectly, that there'd been anti-social behaviour, which he found offensive. He says IPA didn't provide him with a solicitor, which is a breach of contract.

One of our Investigators looked at what had happened. He didn't think IPA had acted unfairly in declining Mr B's claim. The Investigator said what happened here wasn't covered by the policy. He didn't think IPA had acted unfairly in referring to one of the exclusions in the policy.

Mr B didn't agree with the Investigator. He responded at some length, which I won't set out in full here. Essentially, Mr B said the exclusion IPA relied on doesn't apply here. He said there was no issue with his passport. Mr B said the Investigator hadn't taken into account his allegation of discrimination or the investigation by the CAA, amongst other things.

The Investigator considered what Mr B said but didn't change his view. He maintained the policy doesn't cover what happened here. The Investigator said he hadn't ignored Mr B's allegation of discrimination but it's against the airline not IPA, so he couldn't comment on it. Mr B asked that an Ombudsman consider his complaint, so it was 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.

I'm very sorry to hear about what happened and I have no doubt this was extremely distressing. I've summarised this complaint and what's been said in far less detail than Mr B. I don't respond to every single point made. No discourtesy is intended by that. Instead, I've focussed on what I think are the key issues. The rules governing our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

I've taken into account the law, regulations and good practice. Above all, I've considered whether IPA has acted fairly and reasonably. In this decision, I'm only looking at IPA's actions: I have no power to decide whether the airline or any other body acted fairly and reasonably.

The relevant rules and industry guidance say IPA has a responsibility to handle claims promptly and fairly and must act to deliver good outcomes for retail consumers. I don't uphold this complaint and I'll explain why.

- Travel insurance isn'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. In general, and as long as consumers are treated fairly, insurers can decide which risks they wish to accept and the terms on which they're willing to do so.
- The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy, the onus shifts to the insurer to show how the exclusion applies.
- Mr B's trip was cancelled following the airline's decision to deny him boarding. That's not something covered by the policy. Subject to the policy terms and limits, there's cover for Mr B's unrecoverable and unused travel and accommodation costs and other pre-paid charges if he needs to cancel his trip for any of the reasons listed in the policy. These are, in summary: death, injury or pregnancy complication; personal quarantine, jury service, witness duties; redundancy; cancellation of leave in certain professions; and government or regulatory advice against travel.
- The events I've referred to above are the sort of insured events we typically see in policies of this type. IPA didn't agree to insure the risk of Mr B having to cancel his trip because the airline denied him boarding. IPA acted in accordance with the policy terms in declining Mr B's claim.
- I've thought about whether Mr B's trip was cut short, rather than cancelled. Usually, we'd consider a trip is cut short if the insured goes on the trip but has to return home early. In this case, the policy defines cutting short as '***you cutting short the trip after***

you leave your home by direct early return to your home'. Mr B had left home and, I assume, returned home directly after the events at the airport. And he booked new flights for a shorter trip. Even if I decided Mr B's trip was cut short rather than cancelled, what happened here isn't an insured event in the policy.

- Mr B's policy schedule shows he didn't have cover for '***Disruption or delay to travel plans***'. I've considered the remaining terms of Mr B's policy. There's no cover for what happened here. Mr B hasn't shown his claim falls under one of the agreed areas of cover within the policy.
- As there's no cover for the event which led to the claim, it's not necessary for IPA to rely on an exclusion. And it didn't need to see Mr B's passport to satisfy itself of its validity or otherwise, as it wouldn't alter the outcome of the claim. I don't think IPA suggested Mr B had been denied boarding because of anti-social behaviour: it was simply quoting from the policy.
- I've noted what Mr B has said about the CAA's conclusion. The CAA made findings in relation to the airline, not IPA. I've also noted what Mr B has said about discrimination. Again, those comments concern the actions of the airline, not IPA.
- For the reasons I've explained, what happened here isn't covered by Mr B's policy. I've thought about whether that leads to a fair and reasonable outcome in this case. I'm sorry to disappoint Mr B but there are no grounds on which I can fairly direct IPA to settle his claim when it didn't choose to cover the risk of the event which led to the claim in this case.
- In the circumstances here, IPA isn't obliged to provide Mr B with a solicitor. There's cover in the policy in relation to legal expenses and assistance to pursue a claim for compensation if Mr B suffers accidental injury, illness or death. That's not what happened here. So, IPA wasn't obliged to provide Mr B with cover under the '***Legal expenses and assistance***' part of the policy.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 October 2025.

Louise Povey
Ombudsman