

## **The complaint**

Mr S complains that Inter Partner Assistance SA (IPA) declined his travel insurance claim. My references to IPA include its claims handling agent.

## **What happened**

Mr S had travel insurance insured by IPA. He'd booked a flight from an airport I'll refer to as H to a country I'll refer to as C via a country I'll refer to as U. Mr S needed to get to C as his father was very unwell but he was denied boarding the flight at H as the airline said he didn't have the required transit visa for U.

Mr S said the airline was wrong as he didn't need a transit visa for U. He booked another flight but he missed the opportunity to see his father before his father passed away. Mr S claimed on his travel policy for 25,000 Euros to cover his financial losses and additional expenses due to rebooking the trip and his 'emotional distress and hardship caused by missing a critical family emergency'.

IPA declined the claim. It said the circumstances of the claim weren't covered by the policy. It referred to a policy exclusion. It added that if Mr S disputed the airline's decision he needed to contact the airline.

Mr S complained to us that IPA's decision was unfair given his situation. In summary he said:

- IPA was wrong to say he failed to hold a required visa. He detailed why he didn't need a visa under U's transit policy. He also said the airline for his trip from U wouldn't have issued a boarding pass if he'd needed a visa and didn't have one.
- IPA didn't take into account that the denied boarding was due to the airline's error and wasn't his fault.
- He'd provided all the relevant evidence, including boarding passes and for personal loss.

Our Investigator considered that IPA had fairly declined the claim.

Mr S disagrees and wants an Ombudsman's decision. He added that neither the travel agent, nor the on line system through which he booked the trip, nor either airline for the trip gave him any warning that he needed a transit visa for U. If he'd been told he would have got a transit visa but he was 'misled'. He also emphasised the emotional impact on him of missing his father's last days.

## **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.

It must have been terrible for Mr S to have been denied boarding when he needed to take the flight to be with his father. I'm very sorry to read about how distressed Mr S has been by the whole situation. But I have to decide whether IPA fairly and reasonably declined the claim and I think it did. I'll explain why.

The policy covers cancellation of a trip but only for specific insured reasons. Mr S' policy sets out the insured reasons under the cancellation section of the policy. Having to cancel a trip due to being denied boarding by an airline isn't an insured reason for cancellation cover, whether or not the airline correctly denied boarding. So the reason for Mr S' claim isn't covered by the cancellation section of the policy.

IPA referred to the following exclusion under the cancellation section:

*'What is not covered*

*Any claim resulting from your inability to travel due to failure to hold, obtain or produce a valid passport or any required visas of any member of the travelling party'.*

So there is a specific exclusion for cancellation claims due to a consumer's *'inability to travel due to failure to hold...any required visas'*. I note all Mr S says about him not needing to have a transit visa for U. But even if what he says is correct, and he didn't need a transit visa, there is still no cover for his claim under the cancellation policy section as being denied boarding a flight by an airline isn't an insured reason.

I've considered whether Mr S' claim would be covered by any other section of the policy but I don't think it would be. IPA correctly declined the claim in line with the policy terms.

I've also considered what is fair and reasonable in all the circumstances of the claim.

No travel insurance policy covers every scenario a consumer may face. The policy cover is subject to terms and conditions and the policy wording sets out what risks an insurer is prepared to insure. IPA has clearly set out in the policy the risks it wants to insure for a trip cancellation and the insured reasons don't include an airline denying boarding of a flight due to visa issues, even if the airline was wrong. It would be very unusual for an insurer to want to insure that risk in a travel insurance policy.

If the airline was correct to deny Mr S boarding the flight due to a visa issue then the claim isn't covered as it's not an insured reason and it would be specifically excluded by the policy wording. Or if the airline wrongly denied Mr S boarding then there's still no cover as it's not an insured reason under the policy. IPA fairly told Mr S he'd need to raise the issue directly with the airline. There is no basis on which I can reasonably tell IPA to pay the claim.

Mr S has been very distressed. But I only award compensation for distress and inconvenience when that's been caused by the unreasonable action of an insurer. As I don't think IPA acted unreasonably there's no basis for me to say IPA has to pay compensation to Mr S.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 October 2025.

Nicola Sisk  
**Ombudsman**