

The complaint

Mr and Mrs S complain that Inter Partner Assistance SA (“IPA”) declined a claim under their travel insurance policy.

What happened

Mr and Mrs S bought a single trip travel insurance policy on 15 November 2024 to cover a trip abroad between 1 January and 17 February 2025. The insurer was IPA. Unfortunately, they had to cancel the trip due to Mrs S being unwell. So, they made a cancellation claim to IPA.

IPA declined the claim due to a policy exclusion. It said Mrs S had contracted shingles on 27 October 2024, the policy was taken out on 15 November 2024, and the trip was cancelled due to Mrs S’ shingles on 19 December 2024. So, IPA considered that when they bought the policy, Mrs S’ shingles could reasonably have been expected to lead to cancelling the trip.

Mr and Mrs S accept that Mrs S had shingles, but they said she recovered from it after treatment. They also said the reason for cancellation was because of her other declared conditions, and not because of shingles. Unhappy with IPA’s position, Mr and Mrs S brought a complaint to this Service.

One of our investigators reviewed the complaint. Having done so, he didn’t think IPA had acted unfairly or unreasonably when it declined the claim, for the reasons it did. Mr and Mrs S didn’t agree with the investigator’s findings. As no agreement was reached, the complaint has been 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn’t unreasonably reject a claim. I’ve taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint.

Mr and Mrs S’ policy contains the following exclusion for cancellation claims:

“Circumstances known to you before you purchased your policy or at the time of booking any trip which could reasonably have been expected to lead to cancelling or cutting short of the trip.”

IPA has said that whilst Mr and Mrs S believed Mrs S would recover by the time of the trip, she was still experiencing this health issue when buying the policy. So, it said the above exclusion applied in the circumstances. Mr and Mrs S, on the other hand, have said that they cancelled the trip due to Mrs S’ other conditions. And that she recovered from the shingles after treatment.

Mrs S' GP wrote a report on 19 December 2024 and said the following:

“The patient mentioned above was scheduled to travel [abroad]. However, she contracted shingles on 27/10/2024 and was prescribed medication to help manage the blisters and pain. Due to this condition, she was unable to travel.”

And when Mr and Mrs S made a claim to IPA, they explained the following:

“[Mrs S] had shingles. We were hoping her to recover but she is still suffering from the aftermath.”

So, based on the GP's report, and Mr and Mrs S' own testimony at the time of the claim, I'm persuaded that they cancelled the trip due to Mrs S' shingles, rather than her other conditions. I appreciate Mr and Mrs S now say Mrs S recovered from this after receiving treatment. But I'm more persuaded by what they told IPA when they made a claim – that they were hoping for her to recover, but she was still suffering from the aftermath in December 2024. There's also no mention in the GP's report that Mrs S had recovered from the shingles.

Having considered everything, I think it's more likely than not that Mr and Mrs S bought the policy whilst Mrs S still had shingles. So, I don't think IPA acted unfairly or unreasonably when it considered that the above policy exclusion applied in the circumstances. This is because Mrs S' shingles could reasonably have been expected to lead to cancellation of the trip when they bought the policy.

I'm sorry to disappoint Mr and Mrs S, but I think IPA has acted fairly and reasonably in the circumstances of their claim.

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 Mrs S and Mr S to accept or reject my decision before 10 November 2025.

Renja Anderson
Ombudsman