DRN-5857005

The complaint

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

Mr B has been represented in making this complaint, however, for ease, I will just be referring to Mr B in this decision.

What happened

Mr B purchased the travel insurance online on 8 January 2025 for a trip abroad that was due to begin on 10 January 2025.

He'd felt unwell on the morning of 8 January 2025 and had called his GP surgery to try and get a same-day appointment. That wasn't possible and he was advised to go to A&E. It was at this point, prior to going to A&E, that he took out the policy. He was then admitted to hospital and subsequently diagnosed with a serious condition. He therefore cancelled the trip and made a claim on the policy.

IPA declined the claim on the basis that the reason for the claim had been reasonably foreseeable at the time Mr B had purchased the policy.

Our investigator thought that IPA had acted fairly in declining the claim, in line with the policy terms and conditions. Mr B 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. It's also a fundamental principle of insurance that it provides cover for unforeseen events.

Looking at the policy terms, under 'Important information' on page 5, it states:

'Remember, no policy covers everything. We do not cover certain things such as, but not limited to:

- *Circumstances known to you before you purchased this insurance which could reasonably have been expected to lead to a claim.'*

Then, under ‘General exclusions’ on page 63, it states:

‘Your policy does not cover you for any claim directly or indirectly resulting from any of the following:

6 Any 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 a claim under this policy.’

As Mr B purchased the policy two days prior to the trip and after he had started to feel unwell, IPA concluded that he likely knew when buying the policy that he might have cause to cancel the trip and make a claim.

Mr B says that is not the case - he thought he probably had food poisoning that he’d be given medication for and then be fit enough to travel two days later. He wasn’t to know that he would be diagnosed with a much more serious condition.

There’s no suggestion that Mr B would have known, or should have been able to self-diagnosis, his actual health condition based on his symptoms. But that’s not the issue here. The matter at hand is whether, having started to feel unwell, he could have anticipated that ill health might prevent him from travelling.

Mr B has also talked about the online sales journey and how there was nowhere in that process where he could accurately record his situation at that time. I accept that is the case. But again, the issue isn’t about the sales process. The crux of the matter is the timing of the purchase and why Mr B took out the policy when he did.

The timeline of events for 8 January 2025 is that Mr B rang his GP surgery at 11.05am to try and get a same-day appointment. That wasn’t possible and he was advised to attend A&E. He then went online to buy the policy, completing that process at 11.33am. Then, at 11.57am he was admitted to A&E.

Mr B says it was talking to the surgery about how he was going on holiday that reminded him to purchase the policy.

Listening to the call, he told the surgery that he was experiencing ‘extremely severe’ pain. So, although Mr B says that, at the time of taking out the policy he didn’t know of any health condition that would have prevented him from going on holiday, he couldn’t have known with any certainty that his symptoms would resolve within two days.

I can understand that he might have forgotten to purchase insurance previously. However, given his obvious pain and discomfort, whilst nevertheless thinking that the symptoms would pass in time for him to travel, it’s perhaps surprising that buying insurance was something he felt the need to do at that precise moment in time.

I’ve thought very carefully about what Mr B has said and fully considered the detailed submissions he has made in support of his complaint. But the question for me is whether it was reasonable for IPA to conclude that he could have suspected that he might need to make a claim.

Where the evidence is incomplete, inconclusive or contradictory, I have to reach my decision based on what is most likely to have happened, given the information that is available to me.

On balance, I consider it was fair for IPA to look at the information provided to conclude that Mr B could reasonably have foreseen that he might need to make a claim. Overall, I

conclude that it was fair and reasonable for it to decline the claim. It follows that I do not uphold the complaint.

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 B to accept or reject my decision before 28 November 2025.

Carole Clark
Ombudsman