

The complaint

Mr and Mrs M complain because Inter Partner Assistance SA ('IPA') hasn't paid their travel insurance claim.

All references to IPA include the agents appointed to handle claims and complaints on its behalf.

What happened

Mr and Mrs M and their child are insured under a travel insurance policy provided by IPA. The policy was purchased on 24 December 2024.

Mr and Mrs M had to cancel a holiday as their child was ill, so they made a claim with IPA. IPA said the claim wasn't covered because the medical condition which led to the holiday cancellation had been diagnosed before the policy was bought. Unhappy, Mr and Mrs M complained to IPA, who said it thought they would have been aware their child was unwell when they bought the policy. However, IPA paid Mr and Mrs M £75 compensation in recognition of the service they had received.

Mr and Mrs M brought their complaint to the attention of our Service. One of our Investigators looked into what had happened and said he didn't think IPA had acted fairly or reasonably in the circumstances. He recommended that IPA should reconsider Mr and Mrs M's claim and pay them an additional £75 compensation for the distress and inconvenience caused.

Mr and Mrs M indicated they were happy with our Investigator's opinion, but IPA didn't agree, so the complaint has now been referred to me to make a decision as the final stage in our process.

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 say insurers must handle claims promptly and fairly, shouldn't unreasonably reject a claim and must provide a policyholder with appropriate information about a claim's progress. Consumer Duty principles say firms should communicate information in a way which is clear, fair and not misleading and should ensure customers don't face unreasonable barriers when they want to submit a claim. I've taken these relevant considerations into account when making my final decision.

IPA initially quoted a policy exclusion relating to pre-existing medical conditions when turning down Mr and Mrs M's claim. I don't generally think it's fair or reasonable for an insurer to rely on a policy exclusion relating to pre-existing medical conditions in circumstances where a policyholder has answered questions about their health when taking out a policy (as seems to have been the case here). IPA hasn't, at this point, relied on the relevant legislation to argue that Mr and Mrs M made a qualifying misrepresentation about their child's health when

taking out this policy, so I haven't made any findings on this point.

IPA then said it thought Mr and Mrs M would likely have been aware of the possibility that a claim might need to be made when they bought the policy. Insurance is designed to cover unforeseen risks and this policy says:

'Circumstances known to you before you purchased this insurance which could reasonably have been expected to lead to a claim will not be covered.'

This insurance policy wasn't purchased until around nine months after the holiday was booked, and around three days before Mr and Mrs M were due to depart. I'd generally expect to see a travel insurance policy being purchased much closer to the holiday booking date, to ensure the policyholders have the benefit of cancellation cover. However, the timing of policy purchase alone isn't a fair reason to decline a claim and it's for IPA to demonstrate that a relevant policy exclusion, such as the one I've quoted above, applies. I don't think the available evidence supports this conclusion here.

I'm not a medical expert but I've weighed up the medical information to decide what I think is more likely than not to have happened, on the balance of probabilities.

Mr and Mrs M's child's medical records show a GP attendance in mid-November 2024 for a respiratory tract infection. The reason for the cancellation of the holiday over one month later was also a respiratory tract infection. However, the GP entry for the visit during which holiday cancellation was advised refers to Mr and Mrs M's child as having symptoms for 24 to 48 hours. This wouldn't pre-date the policy purchase. Hospital records about the same illness from after the holiday was cancelled refer to Mr and Mrs M's child as having symptoms for 3 to 4 days, which also wouldn't pre-date the policy purchase.

A letter from Mr and Mrs M's GP dated 21 March 2025, which I accept refers to a version of events that Mrs M reported, goes on to say:

'Should a child have had severe respiratory symptoms lasting a whole month I would have been most concerned and expecting to see that child frequently and possibly necessitating referral to secondary care.'

This is medical evidence which, I think, indicates that if Mr and Mrs M's child's illness had been ongoing for the length of time IPA is suggesting, it's more likely than not that their GP would have been aware of this.

I've taken into account IPA's comments about the timing of the illnesses in light of online information regarding respiratory tract infections, but I don't find this particularly persuasive. IPA is required to take the circumstances of Mr and Mrs M's individual complaint into account when reaching a decision about their claim and this means giving proper consideration to the specific content of the relevant medical records.

I've also thought about other entries in Mr and Mrs M's child's medical records, including a GP consultation for a cough around one week before the later November 2024 appointment and a GP attendance for an unrelated medical issue around three days before the policy was purchased. However, overall, I don't think it was fair or reasonable for IPA to conclude that Mr and Mrs M were aware of circumstances before they bought the policy which may reasonably have led to a claim.

This means I think it would be fair and reasonable in the circumstances for IPA to reconsider Mr and Mrs M's claim in line with the remaining terms and conditions of the policy, but without reference to either pre-existing medical exclusions or the exclusion which I've quoted

above. If Mr and Mrs M are unhappy with the outcome of IPA's claim reconsideration, or with the amount of any eventual claim settlement, this would need to be the subject of a new complaint to IPA in the first instance before our Service would have the power to consider the matter.

In addition to declining this claim for what I think is an unfair reason, IPA didn't handle this claim as I'd have generally expected it to. There were unexplained delays of around one month in communicating a claims decision to Mr and Mrs M, and IPA's correspondence contained repeated errors about the gender of Mr and Mrs M's child. I don't think the payment of £75 which IPA has made fairly compensates Mr and Mrs M for the impact of the situation on them. Overall, I think a total payment of £150 compensation (so, an additional £75) would be fair and reasonable in the circumstances.

Putting things right

Inter Partner Assistance SA needs to put things right and do the following:

- reconsider Mr and Mrs M's claim in line with the remaining terms and conditions of their policy;
- pay Mr and Mrs M an additional £75 compensation for the distress and inconvenience they experienced.

Inter Partner Assistance SA must pay the compensation within 28 days of the date on which we tell it Mr and Mrs M accept my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple¹.

My final decision

I'm upholding Mr and Mrs M's complaint about Inter Partner Assistance SA, and I direct it to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 26 December 2025.

Leah Nagle
Ombudsman

¹ If Inter Partner Assistance SA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs M how much it has taken off. It should also give Mr and Mrs M a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.