

## The complaint

Mr D complains because Inter Partner Assistance SA ('IPA') hasn't paid a cancellation claim under his travel insurance policy.

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

## What happened

Mr D was insured under a travel insurance policy, provided by IPA.

Mr D cancelled an upcoming trip when the Foreign, Commonwealth & Development Office ('FCDO') recommended for British nationals in a specific country to '*shelter in place until further notice*'.

Mr D made a claim under his travel insurance policy for his irrecoverable costs, but IPA said the claim wasn't covered. IPA said there had never been any FCDO advice against travelling to the country in question. IPA also referred to the fact that no travel warnings were in place on the date Mr D had intended to travel.

Unhappy, Mr D complained to IPA before bringing the matter to the attention of our Service.

One of our Investigators looked into what had happened and said she didn't think IPA had acted unfairly or unreasonably in the circumstances. Mr D didn't agree with our Investigator's opinion, 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 fairly and shouldn't unreasonably reject a claim. I've taken these rules, alongside other relevant considerations such as Consumer Duty principles, into account when making my final decision.

In common with many other travel insurance policies, the terms and conditions of Mr D's policy provided cover if the FCDO issued specifically worded travel advice. This is in circumstances where:

*'the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country which you are travelling to advising against all travel or all but essential travel within 21 days of your departure date, but not including where advice is issued due to a pandemic or regional quarantine.'*

I agree with Mr D's comments that it doesn't matter what travel advice is in place on the actual departure date. Cover under the policy is triggered if the FCDO issues specifically worded travel advice within 21 days of the departure date.

However, in this case, the FCDO didn't issue any advice against all travel or all but essential travel to the country in question as required by the policy. I've seen no evidence that a regulatory authority in the country Mr D was planning on visiting did either. It was open to the FCDO to have issued such advice if it thought it appropriate to do so but it instead issued a recommendation for British nationals in that country out of what it stated to be '*an abundance of caution*'.

I've taken into account Mr D's explanations about the background to the recommendation and the temporary closure of airspace, and I accept that FCDO advice to '*shelter in place*' may not be considered routine. However, I don't agree that such a recommendation, in effect, amounted to advice against all or all but essential travel. It didn't, and the FCDO didn't advise against this.

The intention of the policy is to cover situations where specifically worded travel advice is issued by the FCDO, and this isn't what happened here. I'm not suggesting Mr D was speculative or overly cautious in cancelling his trip and I understand he didn't take the action he did lightly, but his policy simply doesn't cover the circumstances of his claim. The fact that IPA's reasoning in declining the claim could have been more accurate doesn't change this.

I'm sorry to disappoint Mr D but I don't think IPA acted unfairly or unreasonably in the circumstances, so I won't be directing it to do anything more.

### **My final decision**

My final decision is that I don't uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 27 February 2026.

Leah Nagle  
**Ombudsman**