

The complaint

Mrs S complains because Inter Partner Assistance SA ('IPA') hasn't paid a cancellation claim under her travel insurance policy.

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

What happened

Mrs S held a travel insurance policy, provided by IPA. The policy renewed in September 2024.

Mrs S was subsequently told she would be having IVF treatment and shouldn't travel, so she cancelled upcoming flights after first checking with IPA that she had cover for the situation.

IPA later declined the claim because it said Mrs S's trip wasn't cancelled because of a listed, insured peril and that the IVF treatment wasn't unforeseen. IPA also mentioned a requirement for policyholders to disclose certain medical information to it.

Unhappy, Mrs S complained to IPA before bringing the matter to the attention of our Service. One of our Investigators looked into what had happened and said he didn't think IPA had acted unfairly or unreasonably in the circumstances. Mrs S didn't agree with our Investigator's opinion, so the complaint was referred to me. I made my provisional decision about Mrs S's complaint earlier this month. In it, I said:

'I don't think the circumstances of Mrs S's claim are covered under the terms and conditions of her policy. Undergoing IVF treatment isn't a listed, insured event for which cover is provided under the cancellation section of this policy. And, while I accept the IVF treatment was unforeseen at the time the flights were booked, this wasn't the case at the time the insurance policy renewed. While Mrs S might not have been aware of the length of the NHS waiting lists, I'm satisfied that being on such a waiting list could reasonably have been expected to lead to a claim, so this isn't covered under the policy.'

However, under industry rules set out by the regulator, IPA must provide reasonable guidance to help a policyholder make a claim and support customer understanding. I don't think IPA has done this here.

I haven't been able to access copies of the call recordings which IPA has provided to our Service but based on detailed transcripts of the calls provided by Mrs S, I'm satisfied that IPA told her the claim would be covered during a call in October 2024, before she cancelled the flights. IPA clearly said twice during this call that 'you will be covered' and I don't agree with our Investigator's conclusions that this somehow has a different meaning to Mrs S's claim being paid. So, I think IPA gave Mrs S incorrect information about the cover she had.

In situations where an insurer has provided incorrect information, we wouldn't generally recommend that they treat the incorrect information as having been true. So, the fact that IPA mistakenly told Mrs S her situation was covered doesn't mean it's fair and reasonable

for it to accept a claim that there is no cover for under the policy terms and conditions. Instead, I've thought about what would have happened if Mrs S had been given correct information at the time.

I have no way of knowing for certain what, if anything, Mrs S would have done differently if IPA had told her the claim wasn't covered, so I must base my decision on the balance of probabilities (i.e. what I think is more likely than not to have happened). I understand Mrs S says, if IPA had told her the claim wasn't covered, she would instead have contacted the airline to change the dates of the flights. I've thought about this very carefully.

I've taken into account the receipt and the cancellation invoice for the flight booking, neither of which suggest the flights would have been transferrable and Mrs S appears to have told IPA that she would lose the money if the claim wasn't covered by her insurance. So, I'm not satisfied it's likely that Mrs S would have been able to amend the booking for the flights. And, even if Mrs S was able to amend the booking, it's uncertain when she might have been in a position to plan a future trip given the treatment she was undergoing and/or whether there would have been additional costs involved for changing the flights.

So, overall, while I'm sorry to disappoint Mrs S and I know this won't be the outcome she was hoping for, I can't fairly conclude that IPA should pay for the cost of cancelling the flights. Ultimately, I think it's likely Mrs S would always have lost the money for them.

Having said that, I think IPA should pay Mrs S compensation for the impact on her of the incorrect information given during the call in October 2024. IPA went on to give Mrs S further incorrect information during a call in January 2025. I also don't think IPA set out the reasons why this claim was declined as clearly as it could have and it quoted policy requirements about the notification of medical conditions which I don't think were relevant, causing further confusion.

I think it's clear Mrs S has experienced frustration and inconvenience as a result of IPA's actions here, over a number of months. Taking this, together with Mrs S's loss of expectation and having regard to our published guidance on the payment of compensation for distress and inconvenience, I think an award of £400 compensation would be fair and reasonable in the circumstances for the impact of the situation on Mrs S.'

Both Mrs S and IPA accepted my provisional 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.

As neither party has provided any additional submissions, I see no reason to change my provisional findings.

Putting things right

Inter Partner Assistance SA needs to put things right by paying Mrs S £400 compensation for the distress and inconvenience she experienced.

Inter Partner Assistance SA must pay the compensation within 28 days of the date on which we tell it Mrs S accepts 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 Mrs S'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 Mrs S to accept or reject my decision before 27 January 2026.

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 Mrs S how much it has taken off. It should also give Mrs S a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.