

## **The complaint**

Mr M is unhappy that Inter Partner Assistance SA ('IPA') declined a cancellation claim made under his travel insurance policy ('the policy'). Mr M says he didn't make his trip because of illness.

## **What happened**

Earlier in January 2026, I issued my provisional decision explaining why I was intending to uphold this complaint. An extract of my provisional decision is set out below:

.....

IPA has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

Subject to the remaining terms of the policy, the policy does provide cover for irrecoverable unused travel and accommodation costs (as well as other pre-paid charges) relating to the cancellation of a trip. That includes cancellation if the insured person is ill.

There are special conditions relating to cancellation claims under the policy including:  
If you cancel the trip...due to:

...illness...you must provide (at your own expense) a medical certificate from a medical practitioner stating that this necessarily and reasonably prevented you from travelling. We need the medical certificate completed as soon as you find out it is necessary to cancel the trip...

Mr M didn't contact his GP before cancelling his trip. He says that he was experiencing flu-like symptoms and was too ill to travel. He said he lives on his own and was too ill to contact his GP before he was due to travel.

However, his GP has subsequently completed a medical certificate reflecting that Mr M contacted his GP the day after he was due to travel to report his symptoms. It's reflected:

Patient complained of flu-like symptoms, fever, runny nose, cough. GP diagnosed a viral upper respiratory tract infection. Patient told GP he had to cancel his...holiday.

I'm satisfied this supports that Mr M was ill at the time. And although Mr M didn't contact his GP until the day after he'd been due to travel, I find his submissions as to why he didn't do so to be plausible, consistent and persuasive.

When making this provisional finding, I've taken into account that Mr M did contact the accommodation provider the afternoon before he'd been due to travel to cancel his booking.

However, I don't think it reasonably follows in the circumstances of this case that this means he should've reasonably been able to contact his GP earlier than he did. The email to the accommodation provider is brief, whereas contacting a GP surgery can take some time and

there's no guarantee that he would've received an earlier appointment if his illness wasn't a priority, particularly a couple of days before Christmas.

I can understand what Mr M says about trying to mitigate his loss by contacting the accommodation provider and by doing so, he was only charged for the first night of his intended stay. Whereas I think it's reasonable to conclude that a GP is unlikely to help with flu-like symptoms. The NHS website advises to rest and sleep, take paracetamol or ibuprofen and to stay hydrated. For the same reason, I can understand why Mr M reasonably didn't contact 111 or attend A&E.

The GP certificate also asks:

In summary, was the patient fit to undertake the trip and not planning to travel against the advice of a medical practitioner?

'Yes' is circled.

However, I think it's reasonable to assume that this was answered in the context of leading up to the trip was Mr M fit to fly or planning to travel against the advice of a medical practitioner as opposed to whether his symptoms meant that he wasn't fit to travel.

I think that's supported by the next question answered by the GP which asks:

If the claim is for cancellation of travel arrangements, please confirm the date you...advised the need to cancel the travel arrangements

The date Mr M consulted the GP has then been added.

Further, the UK Civil Aviation Authority's guidance on respiratory disease says that patients with active or contagious respiratory infection are unsuitable for travel until there is documented control of the infection and they are no longer infectious.

Mr M still had symptoms the day after he was due to travel, so I think it's fair to conclude that he wasn't fit to travel at the time and that he didn't go ahead with his trip due to illness. I'm satisfied that Mr M's illness was the primary reason for him ultimately being unable to travel.

I've also seen nothing which persuades me that Mr M didn't want to travel for another reason.

Therefore, in the particular circumstances of this complaint, I'm not persuaded that IPA has fairly and reasonably declined the claim on the basis that Mr M hasn't established that an insured event had taken place under the cancellation section of the policy.

.....

I invited both parties to provide any further information in response to my provisional decision for me to consider.

Mr M replied, accepting my provisional decision.

IPA replied saying:

- It maintained its position that Mr M wasn't medically advised to cancel the trip.
- The GP didn't confirm their agreement that Mr M had to cancel the trip.

- Based on the evidence presented from Mr M's GP, IPA should've contacted Mr M's GP to confirm that in their medical opinion, they agreed with Mr M's decision and that he was not able to travel because of the presented medical condition.

### **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.

Having done so, I find no compelling reason to depart from my provisional findings.

In the particular circumstances of this complaint, I'm still satisfied that IPA hasn't acted fairly and reasonably by declining the claim. I'm satisfied that Mr M has established that he'd cancelled his trip because of illness (an insured event under the policy terms).

The GP's certificate confirms the date they advised of the need to cancel travel arrangements to be the day after the planned trip date and that's the date Mr M consulted his GP about his symptoms. In my provisional decision, I've explained why, in the circumstances of this case, I think it was reasonable that Mr M didn't consult with his GP earlier.

IPA accepts that it should've contacted Mr M's GP to explicitly confirm whether they agreed that Mr M wasn't fit to travel on the intended travel date because of the symptoms he presented. Given the time that has passed, I don't think it's fair and reasonable for IPA to now be in a position to request further clarity from the GP. It was free to do this around the time of receiving the GP certificate but didn't.

Further, as the GP certificate reflects Mr M wasn't fit to travel on the day after his intended date of travel – and taking into account his reported symptoms and diagnosis from the GP from the time - I think it's likely on the balance of probabilities that the GP would've confirmed this was the case. Particularly given the UK Civil Aviation Authority's guidance on respiratory disease referred to in my provisional decision.

For these reasons - and for reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision) - I uphold this complaint.

### **Putting things right**

I direct IPA to reassess the cancellation claim in line with the remaining terms of the policy on the basis that the holiday was cancelled because of an insured event (Mr M's illness).

### **My final decision**

I uphold this complaint and direct Inter Partner Assistance SA to put things right as set out above.

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

David Curtis-Johnson  
**Ombudsman**