

## **The complaint**

Mr and Mrs N are unhappy that Inter Partner Assistance SA (IPA) declined a claim they made on their travel insurance policy and with the service they received.

## **What happened**

Mr and Mrs N were due to go on a cruise. Mr N completed the health declaration form sent by the cruise company before boarding. He declared that he'd had a cough. As a result, Mr N was told he couldn't go on the cruise, due to the cruise company's policy.

Mr N claimed on his travel insurance policy, but the claim was declined as IPA said there was no cover. Mr N complained to IPA, but they maintained their decision to decline the claim. However, they acknowledged that Mr N had received poor customer service and offered £100 compensation for the distress and inconvenience caused. Mr N complained to the Financial Ombudsman Service.

Our investigator looked into what had happened and didn't uphold the complaint. She thought the claim had been fairly declined in line with the policy terms and the compensation offered was fair. Mr N didn't agree and asked an ombudsman to review his complaint. He highlighted the poor service he'd received and raised concerns about the information contained within IPA's notes. So, I need to make 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.

The relevant rules and industry guidelines say that IPA has a responsibility to handle claims promptly and fairly. And, they shouldn't reject a claim unreasonably.

I'm sorry to disappoint Mr N but I'm not upholding this complaint because:

- There are limitations on the cover available for cancellation due to Covid-19 under the policy. Mr N wasn't testing positive for Covid-19 and he wasn't required to self-isolate so there was no cover under the cancellation section for Covid-19.
- Mr N's holiday couldn't go ahead because of the cruise company's own policy on Covid-19 symptoms. That's not an insured event under the policy.
- I've taken into account that there is cover for cutting a trip short if a policyholder is denied boarding at the UK departure points because they have Covid-19 symptoms. But this wasn't what happened in the circumstances of this case. Mr N had recovered and was denied boarding because of the cruise company's internal policy. And, due to the guidance from the cruise company, Mr and Mrs N didn't go to their international departure point.

- I've don't think would be fair and reasonable to direct IPA to cover the claim outside of the policy terms and conditions. Mr N was unable to go on holiday due to the cruise company's policy on Covid-19 – that's not his insurer's fault. I don't think it's fair to direct Mr N's insurer to cover the cost of the holiday that's not an insured event.
- I've taken into account what Mr N has said about the claims handling notes and the customer service he received. However, I think compensation of £100 fairly reflects the distress and inconvenience caused by the poor service he received.

### **My final decision**

Inter Partner Assistance SA has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that that Inter Partner Assistance SA should pay £100 to Mr and Mrs N.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs N to accept or reject my decision before 5 September 2023.

Anna Wilshaw  
**Ombudsman**