

## **The complaint**

Mr and Mrs A have complained that Inter Partner Assistance SA (IPA) declined a claim they made on a travel insurance policy.

As it is Mr A leading on the complaint, I will mostly just be referring to him in this decision.

## **What happened**

The policy was purchased online in August 2023. During the application process, Mr A declared three health conditions.

Mr A then became unwell and needed hospital treatment whilst on holiday abroad in September 2023. His illness was related to one of his declared conditions. However, upon making a claim, IPA declined it on the basis that he had not declared three additional medical conditions. It said that it would not have offered cover if he had declared these conditions.

Our investigator didn't think IPA had done enough to show that it had fairly declined the claim.

IPA disagrees with the investigator's opinion and so the complaint has been passed to me for 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.

I've carefully considered the obligations placed on IPA by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for IPA to handle claims promptly and fairly, and to not unreasonably decline a claim.

IPA says that Mr A made a misrepresentation when applying for the policy as he didn't declare three pre-existing medical conditions, and it's this which has led to the claim being declined. So, to reach a fair and reasonable outcome in this case, I need to apply the principles set in the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA).

CIDRA requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract. If a consumer fails to do this, the insurer has certain remedies provided the misrepresentation is - what CIDRA describes as - a qualifying misrepresentation. For it to be a qualifying misrepresentation, the insurer has to show it would have offered the policy on different terms - or not at all - if the consumer hadn't made the misrepresentation.

Despite being asked a number of times to provide a copy of the customer journey that Mr A would have seen when applying online, including copies of the questions asked and Mr A's answers, IPA hasn't provided this.

I've seen that Mr A did disclose some medical conditions. But not having seen the full set of questions that formed part of the medical screening, I'm unable to determine whether the questions were clear and specific enough to elicit the disclosure of the three additional conditions in question. And I haven't seen the answers provided by Mr A to conclude that they were incorrect.

Therefore, based on the available information, I'm unable to conclude that Mr A made a misrepresentation during the medical screening part of the application process.

Notwithstanding that IPA hasn't show that a misrepresentation occurred, it has also said that, had Mr A disclosed the additional three conditions, it would have declined to offer cover at all. However, again, it has failed to provide sufficient evidence of this.

It has provided internal correspondence from its agent saying the contract wouldn't have been entered into. But this does not carry sufficient weight for me to be persuaded that the underwriter's risk score had been exceeded. We have not been provided with any underwriting guidance or criteria, or any direct input from IPA's underwriting team.

The three conditions in question seem relatively minor and so, without conclusive evidence to the contrary, I'm not persuaded that their disclosure would have resulted in a refusal to provide cover.

Therefore, my decision is that IPA has unfairly declined the claim.

### **Putting things right**

IPA should:

- Reassess the claim in line with the remaining policy terms and conditions, disregarding the three medical conditions it says Mr A misrepresented.
  - Any settlement amount being paid directly to Mr and Mrs A should include 8% simple interest from the date the claim was first declined until the date the settlement is paid.
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† HM Revenue & Customs requires IPA to take off tax from this interest. IPA must give Mr and Mrs A a certificate showing how much tax it's taken off if they asks for one.

### **My final decision**

For the reasons explained, I uphold the complaint and require 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 Mrs A and Mr A to accept or reject my decision before 4 October 2024.

Carole Clark

**Ombudsman**