DRN-5423765

## The complaint

Mr and Mrs C complain that Inter Partner Assistance SA ("IPA") declined a claim under their travel insurance policy.

## What happened

Mr and Mrs C took out a single trip travel insurance policy on 9 February 2024 to cover a trip between 16 and 30 March 2024. Mrs C disclosed Chronic Obstructive Pulmonary Disease ("COPD") when she took out the policy, which IPA agreed to cover.

Mr and Mrs C went on a cruise and Mrs C unfortunately fell ill during the trip. They made a claim to IPA for the costs they incurred. However, IPA declined the claim as it said Mrs C hadn't declared all her pre-existing medical conditions. Had she done so, IPA says it wouldn't have sold her the policy. So, it offered to refund the premium Mr and Mrs C had paid.

Our investigator asked IPA to send evidence of the misrepresentation. As IPA didn't, he upheld the complaint. He wasn't satisfied IPA had shown there had been a qualifying misrepresentation in line with the Consumer Insurance (Disclosure and Representations) Act 2012 ("CIDRA"). He said IPA should pay the claim with 8% interest.

I also asked IPA for evidence to show there had been a qualifying misrepresentation, but it didn't respond. I then wrote to both parties setting out my provisional findings. I explained that without further evidence from IPA, I didn't think it had shown Mr and Mrs C had made a qualifying misrepresentation. But I thought a fair outcome would be for IPA to consider the claim and pay Mr and Mrs C £200 for the distress and inconvenience caused.

IPA accepted my findings. Mr and Mrs C didn't think £200 fairly reflected the stress they had gone through. However, they were keen to resolve the matter as soon as possible.

## 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 key considerations under this complaint are the principles set out in the CIDRA. This is designed to make sure that consumers and insurers get an appropriate remedy if a policyholder makes what is called a "qualifying misrepresentation" under the act.

A misrepresentation is a "qualifying misrepresentation" when 1) a consumer fails to take reasonable care not to misrepresent the facts which the insurer has asked about, and 2) the insurer shows that without the misrepresentation it would not have entered into the contract at all or would have done so only on different terms.

IPA has not sent evidence of the questions it asked Mr and Mrs C when they took out the policy. So, I'm not satisfied it has shown they failed to take reasonable care when answering those questions. This means that IPA hasn't shown there was any misrepresentation. So, there's no remedy available for IPA under the act, and it should consider Mr and Mrs C's claim in line with the terms of the policy.

I appreciate Mr and Mrs C have gone through a stressful time, especially considering Mrs C's health concerns. But as IPA hasn't yet considered the claim, I think £200 is fair and reasonable for the unnecessary distress and inconvenience IPA caused in unfairly relying on misrepresentation, rather than considering the claim. If Mr and Mrs C aren't happy with how IPA does so, they can raise a new complaint about this to IPA in the first instance.

## My final decision

My final decision is that I uphold Mr and Mrs C's complaint and direct Inter Partner Assistance SA to:

- accept there was no misrepresentation,
- consider Mr and Mrs C's claim in line with the terms and conditions of the policy, and
- pay them £200 for the distress and inconvenience caused*.

*IPA must pay the compensation within 28 days of the date on which we tell it Mr and Mrs C accept 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% simple per annum.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 14 August 2025.

Renja Anderson
**Ombudsman**