

## **The complaint**

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

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

## **What happened**

Mr and Mrs S were due to take a trip abroad, departing on 4 April 2024. Unfortunately, Mrs S became seriously unwell and was admitted to hospital on 18 March 2024. As she remained unfit to travel, they cancelled the trip and made a claim on the policy.

IPA declined the claim on the basis that Mrs S hadn't declared a pre-existing medical condition (PEMC) at the time of purchasing the policy.

Our investigator explained to IPA that she would be looking at whether it had acted fairly under The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). In order to do so, she asked it to provide evidence of the questions Mr and Mrs S had been asked when buying the policy, the underwriting evidence of what the outcome would have been had Mrs S disclosed her PEMC and the medical evidence it had relied on.

Although IPA did provide information about the questions asked during the online application process, it failed to provide the remainder of the requested documentation. Therefore, our investigator concluded that there was no evidence that IPA had acted in accordance with CIDRA. As such, she recommended that the complaint should be upheld.

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.

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.

Mr S has pointed out that the medical condition that resulted in the trip being cancelled was completely unrelated to the PEMC. However, the relevant issue here is what IPA would have done if the PEMC had been disclosed at the point of sale.

He isn't disputing that Mrs S had a PEMC. However, he says that he doesn't routinely disclose it due to its sensitive nature. It's not for a policyholder to exercise their own discretion in deciding what to disclose or not. For an insurer to accurately assess the risk it is being asked to cover, it needs to have a full understanding of the circumstances. Mr S should take care in future to make full disclosure to avoid jeopardising any future insurance claims.

Based on the available evidence, I consider it more likely than not that Mr S did make a misrepresentation. The questions asked during the application process were clear enough that they should have prompted the disclosure of Mrs S's PEMC.

However, the matter at hand is whether it was a qualifying misrepresentation under CIDRA. For that to be the case, IPA would need to show that it would have done something differently if the PEMC had been declared. As it declined the claim in full, it would need to provide evidence that it wouldn't have offered cover at all.

As previously mentioned, IPA hasn't provided any of the underwriting evidence requested to support its position that it was entitled to decline the claim. On that basis, I don't think IPA has acted fairly or reasonably. It follows that I uphold the complaint.

### **Putting things right**

To put things right, IPA should:

- Pay the claim
- Add 8% simple interest from one month from the date of the claim until the date payment is made.

### **My final decision**

For the reasons I've 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 S and Mr S to accept or reject my decision before 5 June 2025.

Carole Clark  
**Ombudsman**