

## The complaint

Mr and Mrs C complain that Inter Partner Assistance SA (IPA) refused to renew Mrs C's annual travel insurance policy.

## What happened

In April 2023, Mr and Mrs C took out an annual travel insurance policy through a price comparison website, although the sale was ultimately arranged through a broker I'll call R. IPA underwrote the policy and it agreed to cover Mrs C's existing medical conditions.

Unfortunately, during the policy year, Mrs C was diagnosed with a form of cancer. This meant that when the policy was due to renew, Mr and Mrs C needed to go through a new medical screening. Based on Mrs C's answers, IPA said it couldn't offer her an insurance policy.

Mr and Mrs C were unhappy both with the decision to decline policy renewal and with R's actions. So they asked us to look into their complaint.

Our investigator explained that we couldn't tell insurers what risks they should and shouldn't cover. But he explained that IPA needed to show it had treated Mrs C fairly when it declined to offer renewal terms and that it had treated her in the same way it would have treated any of its other customers in the same situation. So he asked IPA to provide evidence which showed how it had reached its decision not to renew Mrs C's cover.

IPA provided some evidence, but not the specific information the investigator had asked for. Therefore, our investigator wasn't satisfied that it'd shown it had treated Mrs C fairly. And he recommended that IPA pay Mr and Mrs C £125 compensation.

Mr and Mrs C accepted the investigator's view, but IPA didn't. So the complaint was passed to me to decide.

I issued a provisional decision on 4 April 2025, which explained the reasons why I didn't think IPA had treated Mr and Mrs C unfairly. I said:

*'In making my decision, I've taken into account relevant regulatory rules and principles, amongst other relevant considerations.*

*First, I'd like to make the parameters of this decision clear. While the investigator concluded that IPA was responsible for R's actions, I don't agree. That's because R is a separate regulated financial business which was responsible for arranging both the original policy and for sending out renewal information. IPA's role, as the underwriter, was to decide whether or not to offer Mrs C a policy at renewal and so that's what I've considered as part of this decision.*

*As our investigator explained, it isn't our role to tell insurers what risks they must insure or that they must provide cover in all circumstances. That's because we're not the industry regulator and we can't tell financial businesses to change their policies or procedures.*

*Generally, it's for an insurer to decide whether or not it wishes to offer a consumer an insurance policy. If, following an assessment of the potential risk of insuring a consumer, an insurer considers that the risk is too high, it isn't obliged to offer that consumer a policy. That's a commercial decision for an insurer to make.*

*What we can look at though is whether or not we think an insurer has shown it's treated a consumer fairly and that it hasn't singled them out in any way. So, in this case, I need to be satisfied that IPA has treated Mrs C in the same way it would have treated any other of its customers of the same age, who have the same medical conditions as Mrs C and who held the same level of cover.*

*In this case, IPA has been able to provide us with confidential evidence that shows that it wouldn't have offered annual cover to the same destinations to any of its customers of the same age and who had the same medical conditions as Mrs C. And so I'm satisfied that it has shown it treated Mrs C fairly and that it hasn't singled her out in any way.*

*Overall then, I don't think I could reasonably find that IPA has made any error or that it needs to take any action. So while I sympathise with Mr and Mrs C's position, I'm not intending to tell IPA to pay them any compensation or do anything more.'*

I asked both parties to send me any further evidence or comments they wanted me to consider.

IPA didn't respond by the deadline I gave.

Mr and Mrs C said I had failed to address the issues and hadn't taken into account earlier correspondence. Mr C maintained that the complaint he'd made had been about R. They didn't feel I'd given the case the attention it had deserved.

### **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, whilst I'm sorry to disappoint Mr and Mrs C, I still don't think IPA has treated them unfairly and for the same reasons I gave in my provisional decision.

I appreciate Mr and Mrs C feel that I failed to address their complaint points. I'd like to reassure them that I carefully reviewed all of the evidence we have available on file. The complaint this service considered was whether IPA had shown it had acted fairly when it declined to offer Mrs C annual cover. Therefore, my provisional decision assessed that point.

As I set out in my provisional decision, our investigator concluded that IPA was responsible for R's actions. I still don't agree. R is a separate, legal entity with the regulatory permissions to arrange contracts of insurance – including policy administration at renewal. So I can't reasonably hold IPA responsible for any actions R took at the point Mr and Mrs C's policy was due to renew or address any concerns about R within this decision.

Overall, I'm still persuaded that IPA has provided enough evidence to show it didn't single Mrs C out in any way when it chose not to offer renewal terms. And so I'm not telling IPA to do anything more.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that I

don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 20 May 2025.

Lisa Barham  
**Ombudsman**