

## The complaint

Mr P complains that Inter Partner Assistance SA (“IPA”) declined a claim and voided his travel insurance policy.

## What happened

Mr P held an annual multi-trip travel insurance policy which was provided by IPA. The relevant policy period was between 4 September 2023 and 3 September 2024.

Mr P had a trip booked for March 2024. But unfortunately, he had to cancel it for medical reasons. So, Mr P made a cancellation claim to IPA.

IPA asked for Mr P’s medical records to assess the claim. Following this, it declined the claim because it said the policy wasn’t suitable for someone with pre-existing medical conditions. IPA said that Mr P should have let it know about two medical conditions. Had he done so, it wouldn’t have sold him the policy. So, IPA voided the policy and offered to refund the premium Mr P had paid.

Unhappy with IPA’s response, Mr P brought a complaint to our service. He said that the reason why he cancelled the trip didn’t relate to any medical issues he’d had previously. He also didn’t consider those issues to be severe.

One of our investigators looked into what had happened. She asked IPA to send evidence to support it was entitled to void the policy. She didn’t think IPA had provided sufficient evidence to show this. So, in the absence of further evidence, she upheld the complaint.

IPA didn’t agree with our investigator’s findings. As no agreement was reached, the complaint was passed to me to decide. I issued my provisional decision on 4 June 2025 – here’s what I said:

*“IPA says Mr P should have declared two medical conditions when he bought the policy. However, for clarity, this complaint is about policy renewal in September 2023. So, I’ve considered what happened, and should have happened, when Mr P renewed his policy.*

*The key considerations under this complaint are the principles set out in the Consumer Insurance (Disclosure and Representations) Act 2012 (“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 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.*

*I've first looked to see if Mr P failed to take reasonable care. The standard of care required is that of a reasonable consumer. And one of the factors to be considered when deciding if a consumer has taken reasonable care is how clear and specific the questions asked by the insurer were.*

*IPA sent Mr P a renewal email in which it said under "important information" the following:*

*"We would like to remind you that your chosen policy will continue to provide cover as long as you, or anyone you wish to insure on this policy, are not:*

- waiting to receive, or have received, any medical treatment (including prescribed medication, surgery, tests or investigations) within the last 2 years; or*
- currently aware of any reason that may cause you to claim (such as suffering symptoms not yet discussed with a doctor or the health of relatives or other third parties which may cause the cancellation or the cutting short a trip).*

*If either of these circumstances apply, please contact us. If we have not been made aware of changes to the health of the people named on your policy, your insurer could treat it as if it never existed, or refuse a claim or not pay a claim in full."*

*After reviewing Mr P's medical records, IPA said he should have declared low back pain and prostate enlargement. I've looked through the medical information IPA had.*

*Mr P's GP filled out a medical certificate, in which they said Mr P had had a consultation about low back pain in August 2022. He was taking painkillers and advised of physiotherapy. The GP also said Mr P had had a prostate examination in March 2023.*

*These are supported by Mr P's medical records. He was prescribed painkillers for his low back pain. And the GP notes from August 2022 say that Mr P thought it could be a trapped nerve or disc, and he asked for a scan. Mr P also had an appointment about his prostate in March 2023, and this was first examined in April 2022. It was noted it was mildly enlarged, and the GP ordered blood tests.*

*Having considered Mr P's medical history as above, I think it would have been reasonable for him to contact IPA after receiving the renewal information. It's clear that he'd received medical treatment – which included prescribed medication, tests and investigations – within the last two years from his policy renewal in September 2023. He'd had painkillers prescribed for his low back pain, and he'd had investigations done on his prostate.*

*IPA has shown that had Mr P got in touch with it following the renewal, it would have asked him the following question:*

*"Does anyone you wish to insure have any pre-existing medical conditions OR take any prescribed medication?"*

*As Mr P was taking prescribed medication for his low back pain, I think it would have been reasonable for him to answer this question as "yes". IPA says Mr P would then have been asked four eligibility questions, with one of them being as follows:*

*"Within the last 2 years, has anyone you wish to insure on this policy suffered any medical condition, (medical or psychological disease, sickness, condition, illness or injury) that has required prescribed medication (including repeat prescriptions) or treatment including surgery, tests or investigations?"*

*I think it would have been reasonable for Mr P to have answered this question as “yes” considering the medical history for his low back pain and enlarged prostate. Finally, IPA says Mr P would have been asked several questions about his health, including the following questions:*

*“Has anyone you wish to insure on this policy:*

*[...]*

*B. Been prescribed medication (including repeat prescriptions) for any medical condition within the last 2 years?*

*C. Received treatment (including surgery, tests or investigations) for any medical condition within the last 2 years?”*

*Again, I think it would have been reasonable for Mr P to answer these questions as “yes”, considering the medical history on his low back pain and enlarged prostate – he’d been prescribed medication, and he’d received treatment as above.*

*Overall, for me to say that Mr P took reasonable care, I think he should have got in touch with IPA following the renewal information, and he should have answered the above questions “yes”. As he didn’t do so, I think he failed to take reasonable care.*

*The policy that Mr P had wasn’t suitable for customers with pre-existing medical conditions. So, after answering the above questions “yes”, IPA wouldn’t have renewed his existing policy. That means that I think Mr P made a qualifying misrepresentation under CIDRA which IPA has accepted was careless (rather than deliberate or reckless). This means the remedy available to IPA under CIDRA is to void the policy from inception – this means to treat it as if it never existed – and refuse all claims. The policy inception here would be the renewal in September 2023, as Mr P entered a new contract at each renewal. IPA should then refund the premium Mr P paid, as it’s offered to do.”*

Mr P responded to my provisional decision and expressed his disappointment in the outcome I’d reached. He asked me to reconsider my decision, and he stressed again that taking painkillers for a bad back and a prostate examination didn’t even enter his mind that he’d need to report them to the insurer. And these didn’t have any bearing on cancelling the trip.

IPA acknowledged my provisional decision but didn’t add any further comments.

As both parties have now had the opportunity to review and respond to my provisional findings, I’m issuing my final 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 appreciate how disappointing my decision must be for Mr P. He didn’t cancel his trip because of a pre-existing condition. But unfortunately, this doesn’t matter in the circumstances. The key issue here is what should have happened when Mr P renewed his policy. And for the reasons I explained in my provisional decision, had everything gone right, he wouldn’t have been able to renew this policy. So, in other words, this policy never provided him with any cancellation cover – it’s treated as void.

I did consider carefully what Mr P had said about his back pain and prostate. But for the reasons I explained in my provisional decision, I think these were something he should have told the insurer about based on the questions it asked. In short, Mr P had been prescribed medication for his back pain (rather than only taking over the counter painkillers), he was concerned about it enough to ask for a scan, and in addition to the GP examining Mr P's prostate and finding it mildly enlarged, they also ordered blood tests to investigate.

I'm sorry to disappoint Mr P but for the reasons I explained in my provisional decision and above, I think the offer IPA has made is fair and reasonable. So, I've reached the same decision, and for the same reasons.

### **My final decision**

My final decision is that the offer Inter Partner Assistance SA has made is fair and reasonable, so it should now refund Mr P his premium.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 9 July 2025.

Renja Anderson  
**Ombudsman**