

The complaint

Mr C is unhappy with the service he received from Inter Partner Assistance SA when he claimed on his travel insurance policy and because they haven't settled his claim in full.

What happened

Mr C became seriously ill abroad and required emergency medical treatment. He is unhappy that IPA didn't authorise follow up treatment and because he arranged his own journey home. Furthermore, IPA only agreed to settle 45% of his claim because they said he'd not fully declared his medical history.

In their final response letter IPA explained what medical conditions Mr C had failed to declare and that they had plans to repatriate Mr C. They offered £150 compensation for customer service issues. Mr C complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. Having considered the relevant law, she thought IPA had settled the claim fairly. And she was satisfied they'd made plans to repatriate Mr C promptly. Overall, she thought the compensation offered was fair and reasonable.

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'm very sorry to read of Mr C's admission whilst he was on holiday. I can see that he was very unwell, and I have a lot of empathy for the circumstances he described. I can appreciate it was a worrying and difficult time for him.

The settlement of the claim

The relevant law in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). This requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (a policy). The standard of care is that of a reasonable consumer.

And 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.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless.

IPA thinks Mr C failed to take reasonable care not to make a misrepresentation when he answered questions about his medical history. He was asked:

Do you or any person to be covered by the policy have any medical condition for which you have been prescribed medication or for which you have received, or are waiting to receive treatment (including surgery, tests, or investigations) within the last 24 months?

Also any of the following medical conditions from which you or any person to be covered by the policy have suffered from or received medical advice or treatment (including surgery, tests, investigations by your doctor/consultant/specialist) or prescribed drugs or medication in the last five years...

A list of conditions was then presented which are summarised as any cancer condition, any heart condition, any diabetic condition, any neurological condition, any breathing condition and any psychiatric or psychological condition (including anxiety, stress and depression).

Mr C declared diabetes and high blood pressure. IPA thinks Mr C ought to have declared an allergic reaction, cellulitis, a lower respiratory tract infection, bipolar disorder, depression and cataracts. I've reviewed Mr C's medical notes and I'm satisfied IPA has reasonably reached that conclusion.

Mr C's medical notes indicate that he'd received medication, treatment or medical advice for the above issues within the relevant timeframes. So, I think they ought to have been disclosed. I appreciate that Mr C feels very strongly that he does not have depression and this ought not to have been considered. Depression is listed as an active condition on Mr C's medical records. And, in any event, Mr C had a consultation with his GP in May 2020. During that appointment Mr C's low mood was discussed and there was a referral to the mental health team. The notes say that Mr C didn't consider himself to be depressed but the GP's impression was he was experiencing low mood in the mornings. The GP also gave advice about managing anxiety. So, overall, I'm persuaded that it was reasonable for IPA to include this on the screening.

IPA has provided evidence that had the conditions been disclosed they'd have charged a higher premium. This means I'm satisfied that Mr C's misrepresentation was a qualifying one. IPA has said Mr C's misrepresentation was careless rather than deliberate or reckless. I agree as I think it's most likely that it was an oversight on Mr C's part, particularly as he was asked to declare conditions going back over a period of up to five years.

As I'm satisfied Mr C's misrepresentation should be treated as careless, I've looked at the actions IPA can take in accordance with CIDRA. They are entitled to settle the claim proportionately. As Mr C paid 45% of the premium he ought to have done IPA has settled 45% of the claim. I'm satisfied that is fair and in line with remedies set out in CIDRA.

Taking all of the above into account I think IPA has acted fairly and reasonably by settling the claim proportionately.

Customer service issues

The relevant rules and industry guidelines say IPA has a responsibility to handle claims promptly and fairly.

Mr C is unhappy with the service he received whilst he was abroad and waiting to be repatriated. I don't think that IPA needs to do anything further to put things right. I say that because:

- I think it was reasonable that IPA didn't authorise the follow up treatment. I understand that Mr C was worried about running out of medication and why he felt

the follow up appointment was important. But, IPA were aiming to get him home once the fit to fly was received and plans were being made to do so. IPA were planning a nurse escort and were awaiting further medical information. So, I think they were appropriately considering Mr C's safety to travel home.

- I think the timescale for repatriation was reasonable in the circumstances. IPA had arranged repatriation for six days after Mr C was discharged. By the time Mr C was discharged his original return date had already passed. And I can't see that there were any unreasonable delays in arranging the repatriation. The 'fitness to fly' certificate was received five days after Mr C was discharged and IPA planned to get Mr C home the next day.
- There were difficulties in contacting Mr C to discuss the repatriation. They spoke to his brother, who they had authority to deal with, and passed on the information to him. In the meantime, Mr C made his own arrangements to travel home. I understand why Mr C made that decision, but I can see that IPA had planned to repatriate him with medical assistance.
- IPA acknowledged that they did make some customer service errors when requesting Mr C's medical history which they acknowledged caused some delay. They offered £150 compensation for this. However, Mr C did receive treatment, and I remain satisfied that the repatriation was arranged within a reasonable timescale, particularly bearing in mind that the certificate of fitness to travel wasn't received until 19 June and IPA had planned repatriation for the next day. So, I think £150 compensation fairly reflects the impact of the delay in getting the GP records on Mr C as I appreciate it was frustrating that this delayed giving him a decision about whether full cover was available. So I accept this caused him to worry for longer than necessary.

My final decision

Inter Partner Assistance SA has already made an offer to pay £150 to Mr C to settle the complaint and I think that's fair in all the circumstances.

My final decision is that Inter Partner Assistance SA should pay £150 to Mr C if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 August 2025.

Anna Wilshaw
Ombudsman