

The complaint

Mr and Mrs H are unhappy that Inter Partner Assistance SA declined a claim they made on their travel insurance policy.

As the claim related to Mr H I'll mainly refer to him in my decision.

What happened

Mr H became unwell whilst abroad and sought medical attention for a suspected heart problem. He claimed on his travel insurance policy. The claim was declined because IPA said he'd failed to declare a Urinary Tract Infection ('UTI') when taking out the policy. Mr H complained to IPA.

IPA looked into what happened and didn't uphold the complaint. They said the claim had been fairly declined because Mr H wouldn't have been offered this policy if he'd declared the UTI. Unhappy Mr H referred his complaint to the Financial Ombudsman Service.

Our investigator looked into what happened. Initially, he upheld the complaint, but IPA provided more information. Once the investigator had reviewed the further information, he was satisfied the claim had been declined fairly.

Mr H didn't agree and asked an ombudsman to review the complaint. He highlighted that the reason for the claim was nothing to do with the UTI and he wouldn't have known to disclose this. So, the complaint was passed to me to decide.

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 sorry to read of the circumstances which gave rise to Mr H's claim. I can understand that it was a worrying time given the symptoms he experienced whilst he was abroad.

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

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

I'm satisfied the question is clear. Mr H answered 'no' to that question. IPA says he should have answered 'yes'. I think IPA reasonably concluded Mr H ought to have answered 'yes'.

The policy was taken out in September 2024. In February 2024 Mr H attended his GP with symptoms of a urine infection. He had symptoms of a UTI – he was feeling generally unwell and having shivers. There was blood in his urine, and he was referred to the urology service to check for cancer. The results were clear and Mr H told us that his symptoms cleared with a few days of antibiotics.

Taking all of the above into account I think IPA reasonably concluded that Mr H had experienced a medical condition which had required treatment including tests or investigations. I appreciate that Mr H considers this to have been routine. But I think a test which showed blood in the urine, and which led to a referral to check for cancer, ought reasonably to have been disclosed in answer to the above question.

IPA has provided evidence that had the conditions been disclosed Mr H wouldn't have been offered this policy. This means I'm satisfied the misrepresentation was a qualifying one as IPA wouldn't have offered Mr H cover under this policy at all. IPA has said Mr H's misrepresentation was careless rather than deliberate or reckless. I agree as I think it's most likely that it was an oversight about the significance of this information. I appreciate that Mr H's claim was unrelated to the UTI and he considered the condition was resolved when the policy was taken out. However, it remains the case that this policy wouldn't have been offered to him if the question had been answered correctly. So, these points haven't changed my thoughts about the overall outcome of this complaint.

As I'm satisfied that Mr H's misrepresentation should be treated as careless, I've looked at the actions IPA can take in accordance with CIDRA. They are entitled to decline the claim, cancel the policy and refund the premiums. That's what IPA has done. 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

My final decision

I'm not upholding this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 18 August 2025.

Anna Wilshaw
Ombudsman