

The complaint

Mr F and Miss M have complained that Inter Partner Assistance SA (IPA) declined a claim they made on a travel insurance policy.

As it is Miss M leading on the complaint, for ease, I will mostly just be referring to her in this decision.

What happened

The single-trip policy was taken out online on 16 February 2024 for a trip due to take place in March 2024. Unfortunately, Miss M became unwell with an infection just before the trip and was advised not to travel. She therefore made a claim for cancellation on the policy.

IPA declined the claim on the basis that Miss M hadn't declared some pre-existing medical conditions (PEMCs). It said that, had she done so, it wouldn't have agreed to provide this cover. However, it offered to refund the premium that had been paid.

Our investigator thought that IPA had acted reasonably in declining the claim, in line with the policy terms and conditions. Miss M disagrees 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.

Looking at the policy terms, they state:

'Important conditions relating to health

PLEASE NOTE THAT THIS POLICY DOES NOT COVER PRE-EXISTING MEDICAL CONDITIONS

This insurance is designed to cover you for unforeseen accidents and illnesses occurring during the period of insurance. You must comply with the following conditions to make sure your cover is not affected. If you do not comply with these conditions we may cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

1. *At the time of taking out this policy you will not be covered for any claim arising directly or indirectly from:*
 - a. *Any medical condition you have, or have had, for which you are taking or have been taking prescribed medication within the last 2 years.*

- b. *Any medical condition you have, or have had, for which you are waiting to receive, or have received diagnosis or treatment (including surgery, tests or investigations) within the last 2 years.*

(.....)'

It's clear from the above wording that the policy is not designed for anyone that has any sort of medical history in the previous two years, and this is how it defines a PEMC. So, although Miss M has told us what she considers a PEMC to be, and provided a legal definition, the most relevant consideration is how it is set out in the policy terms.

To ensure that someone with a PEMC doesn't inadvertently purchase a policy that wouldn't be suitable for them, appropriate questions need to be asked during the application process. IPA would then offer cover, or not, depending on the answers to those questions.

The relevant law in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). 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.

IPA thinks that Miss M failed to take reasonable care not to make a misrepresentation when taking out the policy. When considering whether someone has taken reasonable care, I need to consider how clear and specific the questions asked were.

During the application process, Ms M was asked:

'Do any of the travellers have, or have any of the travellers had any pre-existing medical conditions or is anyone on a waiting list for treatment or investigation?'

A pre-existing medical condition is a condition or injury that you've been diagnosed with and have had or are currently receiving treatment for. Examples include high blood pressure, diabetes, anxiety and broken bones. We'll ask for more details about them later.

You must let us know the medical history of everyone on this policy to make sure you've got the right cover for the trip.

It may not always cost more to cover your medical conditions. The insurer may not pay for any medical treatments your claim for or costs to get home, if it's for something you did not tell us about.'

Ms M answered 'No' to this question. I appreciate that she didn't consider herself to have a PEMC because nothing was on-going at the time she purchased the policy.

However, she was then presented with a 'Declaration' section, where one of the questions was:

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

She also answered 'No' to this question.

Had she answered 'Yes' she would have been unable to complete the purchase of this policy. Instead, she would have been referred back to quotations for alternative policies that do cover applicants with a previous medical history.

Miss M's medical records show regular contact with her GP surgery in the two-year period leading up to the purchase of the policy. She had been prescribed medication for various conditions and had received treatment and onward referrals for further investigations.

So, although she may not be on medication now or receiving any ongoing treatment, given her recent medical history, she should have answered 'Yes' to the declaration question.

I don't think that she intended to mislead IPA. But she didn't take enough care to ensure she answered the questions correctly. As she didn't take reasonable care, this is a qualifying misrepresentation under CIDRA and so IPA is entitled to apply the relevant remedy available to it under the Act.

Miss M says the illness that prevented her from travelling is completely unrelated to any of the conditions in her medical records. However, the matter at hand is, what would IPA have done if she had correctly answered 'Yes' to the above questions.

CIDRA says that an insurer is entitled to apply cover as if it had all of the information it wanted to know at the outset. Based on the underwriting evidence I've seen from IPA in relation to this policy, I'm satisfied that it would not have offered this policy if Miss M had declared her medical history.

I have some sympathy with Miss M's situation, she became unwell and had to miss the trip and is out of pocket as a result. However, based on the available evidence, I'm unable to conclude that IPA has done anything wrong.

As it wouldn't have offered this cover, there would have been no policy to make a claim on. It follows that I consider it was reasonable for IPA to decline the claim and offer to refund the premiums. If Miss M would now like to accept the refund, she should contact IPA to arrange that.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Miss M to accept or reject my decision before 13 October 2025.

Carole Clark
Ombudsman