

The complaint

Mr F and Ms S are unhappy that Inter Partner Assistance SA ('IPA') declined a claim made on their single trip, bronze, travel insurance policy ('the policy').

What happened

I issued my provisional decision in July 2025 explaining why I was intending to direct IPA to refund the premium Mr F and Ms S paid for the policy and to pay them £100 compensation for distress and inconvenience.

I said:

.....

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

That includes IPA's regulatory obligation to handle insurance claims fairly and promptly. And to not unreasonably decline a claim.

It also includes 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.

The standard of care is that of a reasonable consumer. And if a consumer fails to do this, the insurer has certain remedies so long as the misrepresentation is - what CIDRA describes as - a qualifying misrepresentation.

For it to be a qualifying misrepresentation the insurer (in this case IPA) 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 several 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.

I know Mr F and Ms S will be very disappointed and I can understand why they feel so strongly about the position they're in now; and that they potentially owe the treating facility thousands of pounds.

I have a lot of empathy for the situation they find themselves in. But for the reasons set out below, I'm currently satisfied IPA has acted fairly and reasonably by declining the claim for the costs associated with the treatment Ms S needed whilst abroad.

Did Mr F and Ms S make a misrepresentation?

IPA has provided the online process (via a comparison website) it says Mr F and Ms S

would've followed when applying for the policy they ended up with.

Mr F and Ms S were asked:

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 prescribed medication (including repeat prescriptions) or treatment including surgery, tests or investigations?

I'll refer to this as 'the medical question'. And I'm satisfied it's reasonably clear.

In the absence of anything to the contrary, I accept that Mr F and Ms S were most likely asked the medical question when applying for the policy and after the policy they ended up with had been selected.

I think that's supported by the follow-up email sent to Mr F after the policy was applied for which contains 'important information' including:

We would like to remind you that your policy will be suitable as long as you, or anyone you wish to insure of 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...

I'm satisfied that Mr F and Ms S answered the medical question 'no' and that IPA has fairly and reasonably concluded they answered the question incorrectly.

IPA has relied on entries in Ms S's medical records reflecting that she was seen by a GP and prescribed medication within a couple of months before applying for the policy.

I've taken into account what Ms S has said about the medication she was prescribed but I think IPA has fairly and reasonably concluded that the medical question should've still been answered yes, as she'd been prescribed medication for a medical condition.

So, I'm satisfied Mr F and Ms S misrepresented the answer to the medical question.

Was this a 'qualifying' misrepresentation?

I've considered whether this amounted to a qualifying misrepresentation under CIDRA. And I think it did.

I'm satisfied that if the eligibility question referred to above had been answered correctly, Mr F and Ms S wouldn't have been able to take out the bronze policy they ended up with.

From what I've seen and know about the way these types of travel insurance policies are sold, I'm persuaded that had Mr F and Ms S answered 'yes' to the medical question, they couldn't have proceeded with the bronze policy.

I think that's also supported by the demands and needs statement which appears at page 3 of the bronze policy booklet which says:

Single trip – This policy meets the Demands and Needs of a customer wishing to buy a basic travel insurance policy covering one trip, who has not suffered a medical condition nor required prescribed medication, surgery, treatment, tests or investigations within the two years leading up to the policy purchase date.

So, I find that the answer to the medical question mattered to IPA.

I think Mr F and Ms S acted carelessly when answering the medical question (rather than deliberately giving the wrong answer or acting recklessly when answering it).

I've looked at the actions IPA can take in line with CIDRA. It's entitled to do what it would've done if Mr F and Ms S hadn't made a careless qualifying misrepresentation.

Because I'm currently satisfied that the bronze policy wouldn't have been offered to them, I think it's fair and reasonable for IPA to decline the claim and cancel the policy.

The policy they ended up with wouldn't have been in place and so IPA doesn't have to cover any claims. However, IPA should refund the premium paid for the policy to Mr F and Ms S, which it's offered to do.

Other issues

IPA accepts that it should've provided Mr F and Ms S with better service at times.

It says there was poor communication; emails weren't responded to in time. It's offered them £100 compensation to reflect the impact on them.

I'm satisfied this would've been upsetting and frustrating for Mr F and Ms S. However, I think £100 compensation fairly reflects the impact of IPA's service issues on Mr F and Ms S and the distress and inconvenience they experienced.

Ultimately, I think their main upset was caused by their claim being declined, which I can completely understand. But for the reasons set out above, I don't think IPA has unfairly declined the claim, so they would've always been disappointed by that decision.

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I invited both parties to provide any further information for me to consider.

IPA accepted my provisional decision.

Mr F and Ms S didn't reply.

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 haven't been provided with any further information to consider so I'm satisfied that there's no compelling reason for me to depart from my provisional findings.

For this reason and for reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I don't think IPA acted unfairly by declining the claim. But I am satisfied IPA should refund the premium Mr F and Ms S paid for the policy and pay them £100 compensation for distress and inconvenience that it already offered.

My final decision

Inter Partner Assistance SA has already made an offer to refund the premium to Mr F and Ms S and to pay £100 compensation for distress and inconvenience. I think this offer is fair in all the circumstances.

So, my final decision is that Inter Partner Assistance SA should refund the premium to Mr F and Ms S and pay them £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Ms S to accept or reject my decision before 10 September 2025.

David Curtis-Johnson
Ombudsman