

## **The complaint**

Mr H and Ms S complain that Inter Partner Assistance SA (“IPA”) declined their claim and voided their travel insurance policy.

## **What happened**

Mr H and Ms S had an annual multi-trip travel insurance policy which was provided by IPA. It covered them and their children. IPA says the policy was originally bought in 2021, but the relevant policy period here is between 10 August 2023 and 9 August 2024, following a renewal.

Mr H and Ms S went on a family trip abroad in March 2024. Unfortunately, one of their children had to have emergency medical treatment whilst abroad, and further treatment after they returned to the UK. Mr H and Ms S made a claim to IPA for the medical costs they incurred whilst abroad.

IPA declined the claim as it said Mr H and Ms S hadn’t declared their child’s previous medical conditions when the policy renewed – one she had in March 2023 and another in February 2022. IPA said that had they done so, it wouldn’t have renewed the policy, as it wasn’t suitable for anyone with pre-existing medical conditions. So, IPA declined the claim and voided the policy, and it offered to refund the premium.

One of our investigators reviewed the complaint. Having done so, she noted that IPA hadn’t provided the renewal reminder email from 2023 that should have prompted Mr H and Ms S to get in touch with IPA and make a medical declaration. IPA also hadn’t shown what it would have done at this point, had Mr H and Ms S got in touch. So, the investigator wasn’t satisfied IPA had shown there had been a misrepresentation. She said that unless IPA could provide this, it should now pay the claim.

IPA didn’t send the required evidence in response to the investigator’s findings. As no agreement was reached, the complaint was passed to me to decide. I wrote to IPA and gave it one more opportunity to provide evidence, and I clarified that what was missing were the questions it would have asked Mr H and Ms S at renewal in 2023, had they got in touch. But IPA didn’t respond.

## **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.

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. If there is no qualifying misrepresentation, the insurer cannot take any action.

So, I’ve considered if Mr H and Ms S 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. However, IPA hasn’t provided the questions it would have asked in 2023, prior to the relevant policy period.

I’m satisfied that IPA has had a fair opportunity provide evidence to show there was misrepresentation at renewal, but it hasn’t done so. The investigator asked IPA to show what it would have done at renewal, had Mr H and Ms S got in touch. And I clarified that what IPA hadn’t shown were the questions it would have asked them at this point. Despite this, IPA has only provided the questions it asked when the policy was sold in 2021. However, I can’t fairly rely on the sale questions IPA has provided from 2021, when the complaint is about the renewal in 2023. IPA hasn’t sent evidence to show the questions it would have asked in 2023 at renewal.

For completeness, if this policy was in fact a new policy Mr H and Ms S took out in 2023, rather than a renewal, this has no bearing on the outcome. This is because IPA has only provided the questions it asked in 2021, and not the ones it asked in 2023.

So, as IPA hasn’t been able to show it asked (or would have asked) Mr H and Ms S clear questions, I’m not satisfied there’s been a misrepresentation. That means that IPA cannot take any action. So, it should reinstate the policy and pay Mr H and Ms S’ claim in line with the terms and conditions of the policy. If IPA refunded the premium, it can deduct this from the claim settlement.

I considered if IPA should now reassess the claim, rather than pay it. But I can see from its contact notes that IPA has already had the opportunity to assess the claim, including reviewing medical reports. And the investigator recommended that IPA should pay the claim, and IPA hasn’t provided any comments why it doesn’t consider this to be fair.

So, in the circumstances of this complaint, I think a fair outcome is for IPA to pay the claim in line with the terms and conditions of the policy. It should also add 8% simple interest on the claim payment from a month after a claim was made until settlement. I think a month would have allowed IPA a reasonable amount of time to consider, and pay, the claim.

### **My final decision**

My final decision is that I uphold Mr H and Ms S’ complaint and direct Inter Partner Assistance SA to do the following:

- reinstate the policy for the relevant policy year (if IPA refunded the premium, it can deduct this from the claim settlement),
- remove any records of voiding the policy from any internal and external databases,
- pay the claim in line with the terms and conditions of the policy, and
- add 8% simple interest per annum on the amount from a month after the claim was made until settlement\*.

\*If IPA considers that it's required by HM Revenue & Customs to take off income tax from the interest, it should tell Mr H and Ms S how much it's taken off. It should also give them a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Ms S to accept or reject my decision before 20 October 2025.

Renja Anderson  
**Ombudsman**