

## **The complaint**

Mr B and Ms N are unhappy that Inter Partner Assistance SA (IPA) declined a cancellation claim made on their single trip travel insurance policy ('the policy'). They cancelled a holiday booked within the UK because of Mr B's illness (which resulted in him being hospitalised).

All reference to IPA includes its agents.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

That 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 expected 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 it's for the insurer to show it would have offered the insurance policy on different terms, or not at all, if a misrepresentation hadn't been made.

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.

In this case, IPA says Mr B and Ms N acted recklessly by not declaring certain medical conditions for Mr B when taking out the policy. So, it declined the cancellation claim. For the reasons set out below, I don't think IPA has acted fairly and reasonably by doing so in the circumstances of this case.

- Based on the medical declaration I've seen, I'm satisfied when applying for the policy, Mr B and Ms N did declare some medical conditions. However, IPA says Mr B didn't declare a liver condition, chronic kidney disease, osteoarthritis and a heart block.
- I have seen the declaration certificate which sets out medical and health questions. However, IPA hasn't provided the Financial Ombudsman Service with the questions Mr B and Ms N were asked when taking out the policy. So, I don't know whether they were the same and whether Mr B and Ms N took reasonable care when answering

those questions.

- Further, and in the alternative, based on everything I've seen, I'm not persuaded that IPA has shown that declaring the other conditions, and answering the further questions about those conditions, would've resulted in IPA offering the policy on different terms.
- IPA says that depending on how Mr B answered questions relating to those conditions, the minimum additional premium would've been £5.57 to include these conditions.
- However, despite our requests, IPA hasn't provided any documentary evidence to support this would've been the case. For example, evidence from an underwriter or screen shots showing how the answers to the further questions about the conditions IPA says Mr B ought to have declared generated a higher risk score and/or a higher premium.
- So, I don't need to go on to consider whether any qualifying misrepresentation was deliberately or recklessly made – or careless. That's because I'm not persuaded that IPA has established that any misrepresentation made by Mr B and Ms N when applying for the policy amount to a 'qualifying' misrepresentation.
- As such, I don't think it's fair and reasonable for IPA to cancel the policy back to the inception date and decline the claim.

### **Putting things right**

I direct IPA to:

- pay Mr B and Ms N's claim (less any excess and policy financial limits).
- pay Mr B and Ms N simple interest at a rate of 8% per year on the amount claimed from a month after the claim was made to the date IPA settles the claim\*.

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

### **My final decision**

I uphold this complaint. I direct Inter Partner Assistance SA to put things right as set out above. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Ms N to accept or reject my decision before 25 November 2025.

David Curtis-Johnson  
**Ombudsman**