

The complaint

Mr and Mrs A are unhappy that Inter Partner Assistance SA ('IPA') declined a claim made on their annual, multi-trip, 'bronze' travel insurance policy ('the policy').

The claim was for out-of-pocket expenses connected to Mrs A fainting at the airport at the international departure airport and then being denied boarding by the airline.

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

I've also taken into account The Consumer Insurance (Disclosure and Representations) Act 2012 ('CIDRA') as I'm satisfied that it's relevant law.

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 the insurer (in this case IPA) has to show it would have offered the insurance 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.

I know Mr and Mrs A will be very disappointed, but I'm satisfied that IPA has acted fairly and reasonably by declining their claim.

Did Mr and Mrs A make a misrepresentation?

IPA has provided an example of the renewal notice that would've been sent to Mr A in around July 2024, a few weeks before the travel insurance policy originally taken out was due to annually renew.

In the absence of anything to contrary I accept this is what Mr A would've been sent.

Under the section headed 'important information', it says:

We would like to remind you that your chosen policy will continue to provide cover as long as you, or anyone you wish to insure on 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; or
- currently aware of any reason that may cause you to claim (such as suffering symptoms not yet discussed with a doctor or the health of relatives or other third parties which may cause the cancellation or the cutting short of a trip)

If either of these circumstances apply, please contact us. If we have not been made aware of changes to health of the people named on your policy, your insurer could treat it as if it never existed, or refuse a claim or not pay a claim in full.

Mr A was then referred to the policy terms and the information product information document (IPID). Hyper-links were provided to click onto these documents.

I'm satisfied that it was clearly set out to Mr A that if he (or anyone else to be insured under the policy) had received any medical treatment (including prescribed medication, surgery, tests or investigations) within the last two years, IPA should be told.

CIDRA says a failure by the consumer to comply with the insurer's request to confirm or amend particulars previously given is capable of being a misrepresentation.

I've not seen anything which persuades me that Mr or Mrs A contacted IPA before the policy renewed in August 2024 to declare any medical conditions.

When concluding that Mr and Mrs A made a misrepresentation when renewing the policy, IPA has relied on a certificate completed by Mrs A's GP. This reflects that within the two years before the policy renewed, Mrs A had been prescribed medication for depression (for a number of months).

I'm satisfied that IPA's conclusion is fair and reasonable and that Mr or Mrs A should've contacted IPA to declare this.

Was this a 'qualifying' misrepresentation?

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

IPA says had Mr and Mrs A had declared that Mrs A had been taking medication for depression in the last two years the policy wouldn't have renewed in 2024. That's because the bronze policy isn't meant for those who have pre-existing health conditions.

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

Annual multi trip - This policy meets the Demands and Needs of a customer intending to travel more than once within the period of insurance, wishing to buy a

basic travel insurance, 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.

Further, in my experience of determining these types of complaints, IPA will only offer 'bronze' annual, multi-trip, policies to those who don't have pre-existing medical conditions.

Did IPA act fairly and reasonably?

I'm satisfied IPA has fairly concluded that Mr and Mrs A acted carelessly by not contacting IPA to inform it that Mrs A had received medical treatment in two years before the policy renewed in 2024 (as opposed to deliberately, or acting recklessly by, not doing so).

I've looked at the actions IPA can take in line with CIDRA.

IPA is entitled to do what it would've done if a careless qualifying misrepresentation hadn't been made. I'm satisfied that the bronze policy wouldn't have ended up being renewed.

I'm therefore persuaded that it's fair and reasonable for IPA to not pay the claim. That's because the policy wouldn't have been in place for a claim to be made because Mr and Mrs A would've needed to have taken out a different travel insurance policy.

In line with CIDRA, I would reasonably expect IPA to cancel and refund the premium paid for the policy.

Mr and Mrs A say the premium wasn't refunded. And the policy renewed again in 2025. If Mr and Mrs A are unhappy that the policy renewed again in 2025, they're free to raise that issue with IPA directly in the first instance. That issue doesn't form part of the complaint I'm deciding.

However, I do think IPA should refund the premium Mr and Mrs A paid to renew the policy in 2024.

Other issues

IPA initially declined the claim on the basis that Mr and Mrs A had been denied boarding.

However, it subsequently also declined the claim on the basis that Mr and Mrs A had made a careless qualifying misrepresentation when renewing the policy in 2024.

Even if the first reason put forward by IPA to decline the claim wasn't reasonable in the circumstances, I'm satisfied that for reasons set out above, it has ultimately acted fairly and reasonably by declining the claim.

So, I'm satisfied that Mr and Mrs A were going to be disappointed by the claim decision, whichever reason was relied on by IPA in this particular case.

My final decision

I partially uphold this complaint and direct Inter Partner Assistance SA to refund the premium paid to renew the policy in 2024 (which I understand is just under £70).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 12 January 2026.

David Curtis-Johnson

Ombudsman