

## **The complaint**

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

As it is Mrs R leading on the complaint, I will mostly just be referring to her in this decision.

## **What happened**

Mrs R was on a trip abroad in May 2024 when she was taken unwell, resulting in her hospitalisation. She therefore made a claim on the policy for medical and other associated costs.

IPA declined the claim on the basis that Mrs R hadn't declared a pre-existing heart condition at the time of purchasing the policy. It said that, had she done so, it wouldn't have sold her the policy.

Our investigator explained to IPA that he'd be looking at whether it had acted fairly under The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). In order to do so, he asked it to provide evidence of the questions Mrs R was asked when buying the policy, and her answers. He also asked for relevant underwriting evidence showing what the outcome would have been had Mrs R disclosed her heart condition, together with a copy of the retro-screening undertaken to show that cover would not have been offered.

Whilst IPA did provide some information, our investigator was unable to conclude that Mrs R had made a misrepresentation when taking out the policy, or that it would have made any difference if she had. As such, it wasn't fair for IPA to decline the claim. He therefore recommended that IPA should re-assess the claim in line with the remaining policy terms.

As IPA disagrees with the investigator's opinion, 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. IPA says that Mrs R made a misrepresentation when applying for the policy as she didn't declare all of her pre-existing medical conditions (PEMCs) and it is this which has led to the claim being declined. So, to reach a fair and reasonable outcome in this case, I need to apply the principles set out in 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 has provided copies of two different retro-screens it has undertaken, to support what it says the outcome would have been had Mrs R declared her heart condition. Our investigator has highlighted wider issues with both of these, which I won't go into. However, the main issue is that they completely contradict each other.

IPA originally said that it wouldn't have provided cover at all if Mrs R's heart condition had been declared and it has provided a retro-screen which shows that no quote would have been returned. It then provided a second retro-screen which shows that it would have provided cover, but at a higher premium. Therefore, the information from IPA is inconsistent and can't be relied on. So, it has not satisfactorily demonstrated that there has been a qualifying misrepresentation.

Furthermore, I'm not persuaded it has sufficiently shown that there was any non-disclosure on Mrs R's part.

Mrs R took out the policy over the phone and she is adamant that she declared her condition. IPA has provided a copy of the sales script that would ordinarily be used. This includes a question about whether an applicant has ever suffered from any heart condition. It is recorded that she answered 'Yes' to this question but only in terms of Mr R's medical history.

It's important to know that her answers were recorded correctly and so we asked for a copy of the call recording. However, although IPA has provided two call recordings, neither are of the main sales call and do not contain details of the medical declaration questions that Mrs R was asked, or what her answers were.

Overall, based on the available evidence, I'm not persuaded that IPA has done enough to show that Mrs R made a qualifying misrepresentation. Therefore, it has no recourse under CIDRA to decline or proportionately reduce any settlement amount on the basis of non-disclosure of PEMCs. It follows that I uphold the complaint

### **Putting things right**

IPA should:

Re-assess the claim, disregarding Mrs R's PEMCs, but in line with the remaining policy terms

### **My final decision**

For the reasons I've explained, I uphold the complaint and require 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 Mrs R and Mr R to accept or reject my decision before 12 December 2025.

Carole Clark  
**Ombudsman**