

The complaint

Mrs H has complained that Inter Partner Assistance SA (IPA) declined a claim she made on a travel insurance policy.

What happened

Mrs H took out the single-trip policy on 2 March 2025. However, she unfortunately became unwell and had to cancel the holiday. She therefore made a claim on the policy for unrecoverable costs.

IPA declined the claim on the basis that Mrs H hadn't declared a couple of pre-existing medical conditions (PEMCs). It said that, had she done so, it wouldn't have agreed to provide this cover. However, it offered to refund the premium that had been paid.

Our investigator thought that IPA had acted reasonably in declining the claim, in line with the policy terms and conditions. Mrs H disagrees and so 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.

The relevant law in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (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 evidence of the online sales process. I'm satisfied that if an applicant had declared any recent medical history, they wouldn't have been offered this particular policy.

During the original online sale, Mrs H was asked:

'Do any of these travellers have a pre-existing medical condition?

We need to know about any condition, even a minor one, that you've seen a doctor about in the past 2 years.'

She answered 'No' to this question.

She would also have seen the following:

'Before you buy your insurance, please confirm you've read this important information. You must tell your insurer about pre-existing medical conditions for everyone named on the policy – if you don't, your policy could be invalid.'

The 'important information' section, included the following wording:

'Please note that the policy you have selected will only be suitable if you and anyone you wish to include can answer 'no' to the following questions.'

'Within the last 2 years has anyone you wish to insure on this policy suffered any medical condition, (medical or psychological disease, sickness, condition, illness or injury) that has required prescribed medication (including repeat prescriptions) or treatment including surgery, tests or investigations?'

(.....)

If anyone you wish to insure is unable to answer 'no' to the questions above, please request a quote for policies that cover pre-existing medical conditions using the link below.'

Mrs H ticked a box to confirm that she had read the 'important information'.

It's clear from the above wording that the policy is not designed for anyone that has any sort of medical history in the previous two years.

Had Mrs H correctly responded to the above, she would have been unable to complete the purchase of this policy. Instead, she would have been advised that she needed a medical policy instead and returned to an earlier point in the process to amend any missing or incorrect information. She would then likely have been offered an alternative policy that did cover PEMCs.

Mrs H subsequently disclosed to IPA that she'd been taking medication for one medical condition for a number of years. She also disclosed that she'd had mild anxiety. Therefore, these were things that she should have declared by answering 'Yes' to the above question.

There's no suggestion that Mrs H intended to mislead IPA. But she didn't take enough care to ensure she answered the question correctly. As she didn't take reasonable care, this is a qualifying misrepresentation under CIDRA and so IPA is entitled to apply the relevant remedy available to it under the Act.

Mrs H says the illness that caused her to cancel the trip is completely unrelated to her PEMCs. However, the matter at hand is, what would IPA have done if she had correctly answered 'Yes' to the above question. CIDRA says that an insurer is entitled to apply cover as if it had all of the information it wanted to know at the outset.

Based on the underwriting evidence provided by IPA, I'm satisfied that it would not have offered the policy to Mrs H at all if she had declared her PEMCs.

Mrs H has carried out her own research to conclude that IPA would still have offered her the policy if she had declared her PEMCs, albeit for a slightly higher premium. However, the screenshots she has provided do not evidence that. Although they show that a policy would have been offered, I'm not persuaded that it would be of this policy type. Mrs H's policy was a 'Standard Plus' policy. IPA has alternative, medical, policies that do cover PEMCs and I

think it's likely that it's one of these types of policies that she's been able to get a quote for and purchase on the comparison website.

I have a great deal of sympathy for Mrs H's situation. She became unwell and had to cancel her holiday as a result. However, the question is whether IPA has done anything significantly wrong – and I don't think that it has. I consider that it correctly declined the claim, in line with the policy terms and conditions and relevant legislation. It follows that I do not uphold this complaint.

My final decision

For the reasons set out above, my decision is that I do not uphold the complaint. However, Inter Partner Assistance SA should refund the policy premium now if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 11 December 2025.

Carole Clark
Ombudsman