

The complaint

Mr H and Miss M have complained that Inter Partner Assistance SA (“IPA”) have declined a claim made under a travel insurance policy.

What happened

In July 2024 Mr H and Miss M took out a single trip travel insurance policy that was underwritten by IPA. They were planning a trip abroad in August 2024. Unfortunately, Mr H was advised not to fly due to a medical condition, and the holiday was cancelled.

IPA declined a claim made for cancellation as it said that Mr H hadn’t declared medical conditions when the policy was taken out. It said that had he done so the policy wouldn’t have been offered.

Unhappy Mr H and Miss M brought their complaint here. Our investigator didn’t recommend that it be upheld. He concluded that there had been a failure to take reasonable care to answer medical questions correctly when taking out the policy. He found that there was a misrepresentation and that IPA wouldn’t have offered the policy had the correct answers been given.

Mr H and Miss M appealed. They felt that the insurer’s questions were unclear and ambiguous and that reasonable care had been taken. Specifically, they said:

- Mr H’s medical issues were fully resolved before the policy was taken out and he had no ongoing symptoms, treatment or medication at that time.
- The questions referred to medical conditions ...in the past two years requiring treatment or consultation. They said that it wasn’t clear if this included historical, resolved or one-off minor issues that no longer required follow up.
- The claim related to a new, acute and unrelated medical emergency that had no connection to any previous medical history.

Mr H and Miss M asked that an ombudsman review whether IPA’s reliance on CIDRA to void the policy was proportionate and fair, so the complaint has been passed to me to determine.

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’m aware I’ve summarised the background to this complaint and some sensitive medical details. No discourtesy is intended by this. Instead, I’ve focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there’s something I haven’t mentioned, it isn’t because I’ve ignored it. I’ve fully reviewed the complete file and considered the representations Miss M made after our investigator’s view. I recognise that Mr H and Miss M

will be disappointed my decision, but I agree with the conclusion reached by our investigator. I will explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the law, regulations and the available medical evidence, to decide whether I think IPA treated Mr H and Miss M fairly.

The relevant law in this case is 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 (a policy). The standard of care 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 has to show it would have offered the 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.

IPA has said that Mr H and Miss M failed to take reasonable care when taking out the policy. The policy was purchased online. Mr H and Miss M were asked:

Have you or anyone in your party being prescribed medication, received treatment or had a consultation with a doctor or hospital specialist for any medical condition in the past two years?

This question was answered negatively. Mr H and Miss M were then presented with quotes and went on to select this policy. They were asked:

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

Again the answer 'no' was given.

It is not in dispute that Mr H had had consultations, referrals and treatments in the two-year period prior to purchasing the policy. I do accept that those issues may have been resolved and that Mr H didn't consider the issues to be relevant or material. But the questions were clear - Mr H's medical records show that the answer to these questions should have been affirmative.

IPA has shown that this policy wouldn't have been issued had the questions been answered correctly. This means that the misrepresentation was a qualifying one under CIDRA. IPA has cancelled the policy and returned the premium paid. This accords with the remedies available for a careless misrepresentation under the legislation. I think that was fair – there is no suggestion that the failure to take reasonable care was deliberate or reckless.

I do appreciate that the reason the holiday was cancelled was due to a medical issue unrelated to the undisclosed medical issues. But be that as it may the fact remains that had the questions been answered correctly the policy wouldn't have been issued at all. I understand that this cancelled holiday meant a financial loss for Mr H and Miss M, but in all

the circumstances I don't find that IPA treated them unfairly. I am very sorry that my decision doesn't bring welcome news.

My final decision

For the reasons given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Miss M to accept or reject my decision before 19 January 2026.

Lindsey Woloski
Ombudsman