

The complaint

Mr and Mrs O complain that Inter Partner Assistance SA (IPA) has turned down a claim they made on a travel insurance policy.

What happened

In June 2024, Mr and Mrs O booked a trip abroad. They were due to travel in late July 2024. They took out a travel insurance policy to cover their trip through a price comparison website. The policy was underwritten by IPA. During the sale, Mr and Mrs O both declared that they had medical conditions, which IPA agreed to cover.

Unfortunately, a few weeks before Mr and Mrs O were due to travel, Mr O was diagnosed with throat cancer. So they had to cancel their trip and make a claim on the policy.

IPA asked for medical information to allow it to assess the claim. It noted that Mr O had seen the GP with ongoing throat pain a few weeks before he took out the policy and that he'd been referred to an ear, nose and throat (ENT) specialist shortly before policy purchase. So it didn't think Mr O had accurately answered the questions he'd been asked during the online sales process. And it said that if he'd done so, it wouldn't have been able to cover Mr and Mrs O. Therefore, it concluded that Mr and Mrs O had made a reckless, qualifying misrepresentation under relevant law. It turned down the claim, cancelled the policy from the start and kept Mr and Mrs O's premiums.

But IPA did recognise that it hadn't handled Mr and Mrs O's claim as well as it should have done and so it paid them £125 compensation.

Mr and Mrs O were very unhappy with IPA's decision and they asked us to look into their complaint. They said they'd thought Mr O had had a throat infection.

Our investigator didn't think IPA had shown that Mr and Mrs O had made a qualifying misrepresentation under the relevant law. So she recommended that it should pay the claim, together with interest.

IPA disagreed and therefore, the complaint was passed to me to decide.

I issued a provisional decision on 19 November 2025, which explained the reasons why I didn't think IPA had treated Mr and Mrs O unfairly. I said:

'First, I'd like to say how sorry I was to hear about Mr O's recent diagnosis. It's clearly been a very worrying and upsetting time for Mr and Mrs O and I do hope Mr O's treatment is going well.'

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles, the law, and the available evidence, to decide whether I think IPA treated Mr and Mrs O fairly.

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. 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.

When Mr and Mrs O applied for the policy online through a price comparison website, they were asked questions about themselves and their health. IPA used this information to decide whether or not to insure Mr and Mrs O and if so, on what terms. IPA says that Mr and Mrs O didn't correctly answer one of the questions they were asked at application. This means the principles set out in CIDRA are relevant. So, I think it's fair and reasonable to apply these principles to the circumstances of Mr and Mrs O's claim.

IPA thinks Mr and Mrs O failed to take reasonable care not to make a misrepresentation when they applied for and took out the policy. So, I've carefully considered whether I think this was a fair conclusion for IPA to reach.

First, when considering whether a consumer has taken reasonable care, I need to consider whether the questions they were asked during the sales process were clear. IPA has provided me with a copy of the online questions that were asked during the sales process.

The price comparison website asked:

'Do any travellers have, or have any travellers had, any a pre-existing medical conditions, or is anyone on a waiting list for treatment or investigation?'

Mr and Mrs O answered 'yes'.

They were then asked:

'Are you or anyone in your party currently on a waiting list for treatment or investigation?'

Mr and Mrs O answered 'no' to this question.

In my view, these questions were set out in a clear and understandable way. And I think they were specific enough that they ought reasonably to have prompted Mr and Mrs O to realise what information IPA wanted to know.

IPA concluded that Mr and Mrs O didn't answer this question correctly. So I've looked carefully at the available medical evidence to decide whether I think this was fair conclusion for IPA to draw.

Mr O's medical notes show that on 29 May 2024 – around two weeks before he and Mrs O took out the policy – his GP made an urgent referral to ENT. That's because Mr O reported persistent symptoms of throat pain and difficulty in swallowing. I can see Mr O had visited the GP with these symptoms in the previous month. The notes say Mr O had taken medication for these symptoms previously 'without any relief.' The records also say the GP wanted to exclude 'any sinister reason' for his ongoing pain.

The evidence shows then shortly before Mr and Mrs O took out the policy, Mr O had been referred to ENT for investigation, due to persistent symptoms. So I'm satisfied he knew he was on a waiting list. Given the clarity of IPA's question, I think he therefore ought to have answered 'yes' to its question. This means I don't think it was unreasonable for IPA to have found that Mr and Mrs O had made a misrepresentation at the time of sale.

Next, I've considered whether IPA has shown that Mr and Mrs O's misrepresentation was a qualifying one under CIDRA. It's now provided us with evidence which shows that, had Mr O declared he was under investigation, IPA wouldn't have been able to offer him a policy at all. Instead, he would have been given details about another, separate provider which could potentially arrange a policy for him. This means I think IPA has demonstrated that Mr and Mrs O made a qualifying misrepresentation and that it's reasonably entitled to apply the remedy available to it under the Act.

IPA concluded that Mr and Mrs O's misrepresentation was reckless. CIDRA says that a qualifying misrepresentation will be deliberate or reckless if the consumer:

- *knew the information they provided was untrue or misleading or did not care whether it was untrue or misleading; and*
- *knew that the matter to which the misrepresentation related was relevant to the insurer or did not care whether or not it was relevant to the insurer.*

Mr and Mrs O say they thought Mr O had simply had a fungal or viral throat infection which they didn't need to declare to IPA. I've considered this carefully. However, as I've set out above, Mr O had seen the GP with persistent throat symptoms and an urgent referral to ENT had been made only around two weeks before the policy was taken out. So I think this information would likely have been easy for Mr and Mrs O to remember. And I think they ought to have realised it was important to IPA.

So I don't currently think IPA acted unfairly or unreasonably when it concluded that Mr and Mrs O's misrepresentation was reckless.

CIDRA says that in cases of reckless misrepresentation, an insurer may turn down a claim, cancel the policy from the start and retain the policy premium. That's what IPA has done here. And as IPA's actions are in line with CIDRA, I think it's reasonably applied the remedy available to it under the Act.

IPA accepts it didn't handle the claim as well as it should have done and that it made administrative mistakes which delayed the claim's progression. It's already paid Mr and Mrs O £125 compensation. In my view, this was a fair, reasonable and proportionate award to reflect the likely impact of IPA's claims handling mistakes on Mr and Mrs O.

Overall, despite my natural sympathy with Mr and Mrs O's position, I don't plan to tell IPA to do anything more.'

I asked both parties to send me any further evidence or comments they wanted me to consider.

IPA accepted my provisional findings, but Mr and Mrs O were disappointed with my provisional decision. They said they hadn't been aware that the referral to ENT had been documented as 'urgent' – they'd still believed Mr O had a viral infection. They told us they didn't realise IPA wanted to know about every virus they had or had had. And they added that if they'd known the ENT referral was urgent, they'd never have booked the holiday.

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.

Having done so, whilst I'm very sorry to disappoint Mr and Mrs O, my final decision is the same as my provisional decision and for the same reasons.

I accept Mr and Mrs O might not have realised the referral to ENT had been documented by their GP as being urgent. And that they might not have booked the trip had they known. I also understand that they believed Mr O's symptoms were likely caused by a virus.

However, as I've set out above, at the point of sale, Mr and Mrs O were asked: '*Are you or anyone in your party currently on a waiting list for treatment or investigation?*'

I remain satisfied that this question makes it clear enough that IPA wants to know if a potential policyholder is on a waiting list for investigation. And it's still the case that only a couple of weeks before Mr and Mrs O took out the policy, Mr O had been referred to ENT for investigation into persistent symptoms. So even if Mr and Mrs O had thought Mr O had been referred to ENT because he was suffering from a virus, I still find that they ought to have answered yes to this question. And taking everything into account, given the proximity of Mr O's referral to ENT to the date of sale, I still think this information would have been easy for Mr and Mrs O to remember.

Overall then, despite my natural sympathy with Mr and Mrs O, I find that it was fair for IPA to conclude that Mr and Mrs O had made a reckless misrepresentation under CIDRA. And that therefore, it was entitled to turn down their claim, cancel the policy from the start and keep their premiums.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O and Mrs O to accept or reject my decision before 29 December 2025.

Lisa Barham
Ombudsman