

The complaint

Mr J is unhappy that Inter Partner Assistance SA ('IPA') declined a claim made on his annual, multi-trip, 'bronze' travel insurance policy ('the policy'). The claim was in connection with Mr J needing treatment abroad, whilst on holiday and the associated expenses incurred.

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 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 has to show it would've 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 J feels very strongly that IPA has acted unfairly. I have a lot of empathy for his circumstances and the financial losses he's incurred. I appreciate he'll be very disappointed, but I'm satisfied IPA has acted fairly and reasonably by declining the claim. I'll explain why.

Did Mr J make a misrepresentation?

I've seen the email that Mr J was sent a few weeks before the travel insurance policy originally taken out in 2021 was due to annually renew in December 2024. The renewal notice contained the following information:

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.

I'm satisfied that it was clearly and reasonably set out to Mr J that if he'd received any medical treatment (including prescribed medication) 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. There's nothing to suggest that Mr J contacted IPA before the policy renewed to declare any medical conditions or treatment.

When concluding that Mr J made a misrepresentation when renewing the policy, IPA has relied on his medical records, which reflect that within the two years before the policy renewed, Mr J was receiving medication for a long-standing medical condition.

Based on the important information contained in the renewal notice, I'm satisfied IPA has fairly and reasonably concluded that Mr J should've contacted IPA to declare this and made a misrepresentation by not doing so.

When making this finding, I've taken into account what Mr J says about declaring his medical condition, and answering questions about it, when successfully applying for travel insurance in 2018 for the same branded policy. However, that was a single trip 'platinum select' policy, which expired when the holiday it was taken out to protect ended. The annual, multi-trip, bronze, policy taken out in late 2021 was over three years later and represented a different contract of insurance. So, the previously declared conditions wouldn't have rolled over to a new contract of insurance in such circumstances.

Was this a 'qualifying' misrepresentation?

I've considered whether Mr J's misrepresentation amounted to a 'qualifying' one under CIDRA. I think it did.

IPA says if Mr J had declared the medical treatment he'd been receiving in the last two years, the policy wouldn't have renewed. That's because the bronze policy isn't meant for those with pre-existing medical conditions.

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 policy, 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 deciding these types of complaints, IPA will only offer 'bronze' travel insurance policies to those who don't have pre-existing medical conditions. IPA may only offer 'select' travel insurance policies in such circumstances. For example: 'select' silver, 'select' gold and/or 'select' platinum, depending on the level of cover required. So, that doesn't include the 'bronze' policy Mr J had the benefit of.

Did IPA act fairly and reasonably?

IPA has concluded that Mr J acted carelessly by not telling it about the medical treatment he had in the two years leading to the policy being renewed (as opposed to deliberately, or acting recklessly by, not doing so). I think that's fair and reasonable.

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 been renewed and, so, it's fair and reasonable for IPA to not pay the claim (as the policy wouldn't have been in place for a claim to be made on). However, in line with CIDRA, I would reasonably expect IPA to cancel the policy and refund the premium paid for the policy year 2024/2025, which it's offered to do. I think that's fair and reasonable.

The handling the of the claim

In its final response dated July 2025, IPA accepts that there were times when it didn't update Mr J and some emails weren't responded to within a reasonable time. It apologised for any distress and inconvenience caused. However, I'm not persuaded this is sufficient to reflect the impact on Mr J. I accept not receiving updates and, at times, delayed responses would've been frustrating. I'm satisfied IPA should pay £100 compensation to recognise this.

My final decision

I partially uphold this complaint. I direct Inter Partner Assistance SA to pay Mr J £100 compensation for distress and inconvenience and to refund him the premium paid for the policy year 2024/2025 (which I understand totalled £20.41). Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 19 March 2026.

David Curtis-Johnson
Ombudsman