

### **The complaint**

Mr and Mrs A have complained that Inter Partner Assistance SA ('IPA') unfairly declined their claim and cancelled their policy.

### **What happened**

Mr and Mrs A bought a travel insurance policy, underwritten by IPA.

They cancelled a trip as Mrs A was diagnosed with cancer and made a claim.

IPA declined the claim and cancelled the policy as it said a misrepresentation was made at the point of sale and had all questions been answered correctly, the policy would not have been offered. It treated this as a careless misrepresentation.

Mr and Mrs A brought their complaint to us and our investigator didn't think it should be upheld as IPA had shown that a qualifying misrepresentation had been made and the policy would not have been offered.

Mr and Mrs A didn't agree and asked for an Ombudsman's decision as the reason for cancellation was nothing to do with Mrs A's previous medical history.

And so the case has been passed to me.

### **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, I don't think this complaint should be upheld and I'll explain why. But firstly, I'd like to say I am really sorry to hear of Mrs A's diagnosis and the circumstances leading up to the complaint.

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 thinks Mr and Mrs A failed to take reasonable care not to make a misrepresentation when they were asked whether they had suffered any medical condition that required prescribed medication including repeat prescriptions within the last 2 years.

Having looked at the question asked I don't think Mr and Mrs A took reasonable care as Mrs A had suffered from a medical condition within the last 2 years and she had been prescribed medication.

IPA has shown that the policy which was sold to Mr and Mrs A doesn't cover any pre-existing medical conditions at all and would not have been sold had it been told of Mrs A's medical condition and medication.

This means I'm satisfied that Mr and Mrs A's misrepresentation was a qualifying one. IPA has treated the misrepresentation as careless which offers the most favourable outcome.

I note Mr and Mrs A say that the claim was nothing to do with Mrs A's previous medical history. But that isn't the test I have to apply. In this case, the policy would never have been offered to Mr and Mrs A as it doesn't cover anyone with any medical conditions within the last two years of the policy start date.

I've looked at the actions IPA can take in accordance with CIDRA. IPA can cancel the policy and refund the premiums and it has now confirmed that it has done this. As it has offered a remedy in line with CIDRA, I think this is the fair and reasonable outcome to this complaint.

Mr and Mrs A had told our investigator that they hadn't received a refund of the premiums and so I asked for this to be checked. IPA has recently confirmed the refund hadn't been processed due to an error but it has now processed a refund for both 2023 and 2024 as neither policy would have been sold had IPA known of Mrs A's medical conditions. If Mr and Mrs A have any further issues with receipt of the refunds, they should contact IPA directly.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 27 February 2026.

Shamaila Hussain  
**Ombudsman**