

The complaint

Master G has complained that Inter Partner Assistance SA (IPA) declined a claim he made on an annual travel insurance policy.

Unusually, even though Master G is a child, he is named as the main policyholder. Therefore, the complaint has been set up in his name, although in reality it is his mother making the complaint on his behalf.

What happened

Master G became unwell whilst on a trip abroad in July 2024 and had to attend hospital. His parents paid the medical costs upfront and then made a claim on the policy to recoup their expenses.

IPA declined the claim on the basis that Master G's medical history hadn't been declared when purchasing the policy. It said that, had it been declared, it wouldn't have agreed to provide this cover.

In responding to the complaint, IPA maintained its stance in declining the claim. However, as the policy had not been suitable, it offered to refund the premium.

Our investigator thought that IPA had acted reasonably in declining the claim, in line with the policy terms and conditions. His mother 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.

Based on what we know about the 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 online sales journey on 10 July 2024, his mother, on his behalf, was asked:

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?

She answered 'No' to this.

It's clear from the above question that someone's medical history over the past two years would be a significant consideration in IPA's decision to offer cover or not.

Master G's medical notes show that he had a persistent condition for which he'd been prescribed regular medication during the two years prior to the purchase of the policy. He'd also been referred to the hospital for further investigations and had a number of visits to A&E. In light of this, his mother should have answered 'Yes' to the above question.

I appreciate what his mother says about him not yet having received a diagnosis due to his age. However, the above question doesn't mention diagnosed conditions, it simply asks if someone has had treatment or medication in the previous two years. So, I can't agree with her that there was any lack of clarity in the sales process.

Had she correctly answered 'Yes', she would have been unable to complete the purchase. 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 those with a recent medical history.

There's no suggestion that his mother intended to mislead IPA. But she didn't take enough care to ensure she answered the questions 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.

His mother says that he had an illness and an accident abroad, and that the conditions that caused them to seek medical treatment are completely unrelated to anything he'd had before. However, that isn't a relevant consideration here. The matter at hand is, what would IPA have done if she had correctly answered 'Yes' to the above question at the point of sale.

Based on the available evidence, I'm satisfied that it would not have offered this policy but on different terms. I'm satisfied that it would not have offered the policy at all if his medical history had been declared.

Therefore, as it wouldn't have offered cover, there would have been no policy to make a claim on. It follows that I consider it was reasonable for IPA to decline the claim.

I have sympathy for his parents' situation. It must have been very stressful that he became unwell on holiday. And they are also out of pocket as a result. However, the matter at hand is whether IPA has done anything wrong, and I'm unable to conclude that it has. I find that it acted reasonably in declining the claim, in line with the policy terms and conditions. It follows that I do not uphold the 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 Master G to accept or reject my decision before 25 February 2026.

Carole Clark
Ombudsman