

## **The complaint**

Mr and Mrs D are unhappy that Inter Partner Assistance SA ('IPA') hasn't paid, in full, a cancellation claim made on their annual, multi-trip, travel insurance policy ('the policy'). The claim was in connection with them cancelling a holiday due to illness.

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 that 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 can see that Mr and Mrs D feel very strongly that IPA has acted unfairly here. I have a lot of empathy for their circumstances.

In principle, I'm satisfied that IPA has acted fairly and reasonably by proportionately setting Mr and Mrs D's claim. However, I'm not persuaded it used the correct percentage when doing so. I'm therefore satisfied that IPA still needs to pay more towards the claim. I'll explain why.

## **Did Mr and Mrs D make a misrepresentation?**

I've seen the questions IPA says Mr and Mrs D answered about their health and medical history when applying for the policy. In the absence of anything to the contrary, I'm satisfied that these were the questions asked. The questions included:

Do you or any person to be covered by the policy have any medical conditions for which you have been prescribed medication or for which you have received, or are waiting to receive treatment (including surgery, tests, or investigations) within the last 12 months?

Also, any of the following medical conditions from which you have suffered from or received medical advice, treatment (including surgery, tests, investigations by your doctor/consultant/specialist) or prescribed drugs or medication in the last five years:

...any heart-related or blood circulatory condition (including high blood pressure and high cholesterol)....

I'll refer to the second part of this question as 'the heart question'. I'm satisfied that it's reasonably clear and that Mr and Mrs D answered the heart question 'no'.

IPA says this was incorrect. And that they should've answered the heart question 'yes'.

I'm satisfied that IPA's conclusion is fair and reasonable. Mr D's medical records reflect that around a year before applying for the policy, he'd attended a medical and sinus bradycardia was identified. He was referred to cardiology and had a ECG and cardiac MRI. A cardiac MRI was repeated several months before applying for the policy.

As the medical evidence reflects that Mr D had undergone tests on his heart and had received medical advice about this in the five years before applying for the policy, I'm satisfied IPA has fairly concluded that this should've been disclosed in response to the heart question and that Mr and Mrs D made a misrepresentation.

### **Was this a 'qualifying' misrepresentation?**

I've considered whether this amounted to a qualifying misrepresentation under CIDRA. On the balance of probabilities, I'm satisfied it did.

IPA says if Mr and Mrs D had declared his heart issue, it would've still offered the policy but on different terms. The policy would've cost more.

In its final response letter dated July 2025, IPA says Mr and Mrs D would've been charged around £107 more for the policy. On that basis, they paid around 55% of what they should've done for the policy. However, it has more recently provided evidence that the increase in premium would've been less than this – around £68. And on that basis, Mr and Mrs D paid around 66% of what they should've paid for the policy.

Having considered the overall evidence IPA has provided in support, I'm persuaded by this. And I'm satisfied that the misrepresentation made by Mr and Mrs D mattered to IPA.

### **Did IPA act fairly and reasonably?**

IPA has concluded that Mr and Mrs D acted carelessly by not answering the heart question: 'yes'. I think that's fair and reasonable.

I've looked at the actions IPA can take in line with CIDRA. It can do what it would've done if a careless qualifying misrepresentation hadn't been made.

I'm satisfied that the policy would've cost around £68 more. So, rather than proportionately settling the claim based on an increase of around £107 in policy premium, I'm satisfied that IPA should proportionately settle the claim on the basis that the policy would've cost around £68 more than Mr and Mrs D paid for it.

### **Other issues**

I've taken into account that Mr and Mrs D say there should be a distinction between heart conditions that result from poor lifestyle choices and those which do not. And that Mr D was in good overall health; his low heart rate was due to his physical activities and a high level of fitness. However, it's for IPA to assess the risk based on the medical conditions disclosed. I also note that Mr D's cardiologist says in their letter of June 2023 that training at high intensity for "years and years" will cause damage to heart function and there is an increased risk of atrial fibrillation.

### **Putting things right**

I direct IPA to:

- A. pay the difference between the proportion of the claim it did pay (around 55%) and the proportion of the claim it should've paid (around 66%).
- B. simple interest at a rate of 8% per year on the amount set out in A. above from the date on which IPA paid around 55% of the claim, to the date on which the additional settlement is paid\*.

\*If IPA considers it's required by HM Revenue & Customs to take off income tax from any interest paid, it should tell Mr and Mrs D how much it's taken off. It should also give them a certificate showing this if they ask for one. That way Mr and Mrs D can reclaim the tax from HM Revenue & Customs, if appropriate.

### **My final decision**

I partially uphold this complaint. I direct Inter Partner Assistance SA to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs D to accept or reject my decision before 25 March 2026.

David Curtis-Johnson  
**Ombudsman**