

The complaint

Miss J and Mr L have complained that Inter Partner Assistance SA ('IPA') declined their claim and cancelled their policy.

What happened

Miss J and Mr L bought a travel insurance policy with IPA through a comparison website. They booked a holiday but cancelled due to illness. They made a claim but IPA declined it and said they had answered questions about their health incorrectly at the point of sale. It treated this as a careless qualifying misrepresentation, which entitled it to decline the claim and cancel the policy.

Miss J and Mr L brought their complaint to us and our investigator thought it shouldn't be upheld as a qualifying misrepresentation had been made and IPA had shown that the policy would never have been offered.

Miss J and Mr L didn't agree and asked for an ombudsman's decision as the reason for cancellation wasn't related to their previous conditions and the previous medical history was related to a cosmetic procedure. They have also said they looked at the website again and would have been able to purchase a policy for the same or a similar price using all the relevant information.

So the case has been passed to me for a final 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.

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 Miss J failed to take reasonable care not to make a misrepresentation when she failed to declare her medical history accurately.

I've looked at the questions which ask about any medical conditions that any travellers had

seen a doctor about in the past 2 years. I don't think Miss J took reasonable care as she answered "no" although she'd had a procedure. Miss J says it was unrelated and cosmetic. But I think the question is clear and so she should have answered it as a "yes".

IPA has provided evidence to show that had Miss J answered the medical questions correctly, it wouldn't have offered the policy they had bought as that specific policy doesn't cover anyone with past medical history. The policy wording is clear that it does not cover pre-existing medical conditions. And the sales journey provides clear prompts to request a quote for policies that cover pre-existing medical conditions if any travellers are unable to answer "no" to the medical questions.

This means I am satisfied that Miss J's misrepresentation was a qualifying one.

IPA has treated the misrepresentation as 'careless' which gives Miss J and Mr L the most favourable outcome under CIDRA. IPA agreed to refund the premium. If this hasn't already been refunded, Miss J and Mr L should contact IPA directly about this.

Miss J says she entered information about her medical history into the website and IPA would have offered her a policy for a similar premium. But Miss J wouldn't have been able to buy the specific policy that she did. I can't consider what other policies she may have been able to buy had she answered the questions correctly. The policy which she bought does not provide any cover for pre-existing conditions and I am aware that there are other policies available which do cover pre existing conditions. However, Miss J answered the questions incorrectly and made a qualifying misrepresentation.

I've looked at the actions IPA can take in accordance with CIDRA. IPA has taken the correct action in line with the remedies detailed in CIDRA by declining the claim, cancelling the policy and offering a refund of the premium. And so I think this is a fair and reasonable outcome to the complaint and I won't be asking IPA to do anything further.

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 Miss J and Mr L to accept or reject my decision before 19 May 2026.

Shamaila Hussain
Ombudsman