

The complaint

Mr E complains that Coverwise Ltd didn't provide him with good customer service when he asked for assistance in making a travel insurance claim.

What happened

The background to this complaint is well-known to both parties. So I've set out a summary of what I think are the main events.

Mr E took out a travel insurance policy through Coverwise. The policy was underwritten by an insurer I'll call P. Mr E had a holiday booked and was due to travel in August 2022. Unfortunately, he was unable to travel as planned and wanted to make a cancellation claim on his policy. He got in touch with Coverwise to ask for help with making a claim, as he said he needed additional support in doing so.

Coverwise responded to Mr E with an automated email, which he didn't think answered his queries. So he contacted it again to ask for more support. Coverwise responded to Mr E with details about how he could get in touch with P's claims handler to make a claim.

But Mr E still experienced difficulties in contacting P and so he complained to Coverwise, as he felt it had provided him with a lack of support.

Coverwise told Mr E that it wasn't the policy underwriter and so it couldn't provide claims handling support. It felt it had given Mr E enough information about how to get in touch with P and its claims handler to allow him to make a claim.

Unhappy with Coverwise's decision, Mr E asked us to look into his complaint.

Our investigator didn't think Mr E's complaint should be upheld. She felt that Coverwise had provided Mr E with clear and accurate information about how to make a claim with P. She also didn't think it could provide claims handling support to consumers. Overall, she didn't think Coverwise needed to take any action.

Mr E disagreed and I've summarised his responses to our investigator. He felt Coverwise's website indicated that it would provide support to a consumer in completing a claim form. Coverwise had wrongly indicated it had responded to an email he'd sent, but instead, it had sent an automated response. Coverwise had also told Mr E not to expect a response to his query. He felt this was at odds with information given on Coverwise's website and he also felt that consumers should be able to expect a response to correspondence. He considered that he'd lost the opportunity to make a claim with P and that therefore, Coverwise should pay him compensation to reflect this.

The complaint's been passed to me to decide.

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, whilst I'm very sorry to disappoint Mr E, I don't think Coverwise has treated him unfairly or unreasonably and I'll explain why.

First, I'd like to reassure Mr E that while I've summarised the background to his complaint, I've carefully considered all he's said and sent us. Within this decision though, I haven't commented on each point he's made and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

It's also important that I make clear Coverwise's role. It is an insurance intermediary, which is authorised by the industry regulator to sell contracts of insurance. It isn't an underwriter and neither is it authorised to administer claims on an underwriter's behalf. Mr E's policy was underwritten by P and so it was only P (or an agent which the underwriter had authorised) which could handle claims. Coverwise simply had no authority to provide claims handling support or to assist Mr E in making a claim. So I don't find it acted unfairly or unreasonably when it told Mr E that this wasn't something it was able to do for him. Instead, P or its claims handling agent may potentially have been able to provide Mr E with the support he'd asked for. But I do need to go on to consider whether Coverwise gave Mr E enough clear information about what next steps he'd need to take to allow him to try and make a claim.

And based on all I've seen; I think it did. I've seen screenshots of Coverwise's website at the relevant time and I've seen the emails between Mr E and Coverwise. It appears that Mr E initially contacted Coverwise through the 'contact us' section of its website. This offered two options: 'Sales and Service' and '(P) Claims'.

Immediately underneath the Sales and Service option, the following was set out: *'If you need help with your policy for anything other than a claim or medical emergency, please use our online contact forms to get in touch.'* A button was underneath which said: 'Contact us'.

Underneath the Claims section, the following was set out: *'If you'd like to make a claim on your travel insurance policy, please fill in and submit a (P) claims notification.'* A button was underneath which said: 'Make a claim.'

In my view, Coverwise's website clearly set out that consumers could contact it for sales and service, but that this *wouldn't* include help with making a claim or a medical emergency. I also think Coverwise gave consumers a clear option to choose to make a claim and I understand that if a consumer opted to 'make a claim', they were directed to P to begin the claims notification process. I don't find that Coverwise's website was ambiguous or misleading as to the support it could provide. And this was in line with the regulatory permissions it held.

Mr E selected the 'contact us' box under the Sales and Service option. Mr E was provided with a list of drop-down choices, and Mr E chose 'general enquiry'. He was then asked to choose a sub-option from a list and he selected 'something else'. This gave Mr E the following information immediately underneath before Mr E could fill out his enquiry:

'Please note that all Travel Insurance claims are handled by the (P) claims team.'

'If you'd like to make a claim on your travel insurance policy, please fill in and submit a (PI) Travel claims notification.'

A hyperlink to P's claims portal was included.

Again, in my view, Coverwise made it sufficiently clear during the online enquiry process that

it didn't handle claims and it provided Mr E with a direction to P's claim form. While I can understand why Mr E might have wanted Coverwise to have provided him with support in completing a claim form, this wasn't a service it could provide. Neither do I think its website indicated that this was a service it could offer.

Accordingly, Mr E emailed Coverwise to ask for help. It appears that he didn't receive a tailored response, but he instead received an automated reply. This email suggested that Coverwise had already provided Mr E with information – but Coverwise accepts an email wasn't sent previously. However, I note that the email did say:

'If your query is claims related, please be aware that we are unable to register or discuss claims as we do not have access to (P)'s claims information within the Coverwise sales and service office...'

All claims are managed by the (P) Travel Insurance claims team, who can be contacted in the following ways...'

The email provided a link to the claims portal included on Coverwise's website.

I appreciate it must have been frustrating for Mr E when he received an email indicating that Coverwise had already provided the information he'd asked for. But while I acknowledge Coverwise did make an error on this point, I don't think it caused Mr E to lose out. That's because the email clearly and correctly stated that Coverwise couldn't register or discuss claims and directed Mr E to P's claims portal. I note that the email indicated that Coverwise couldn't provide personal responses to *all* customer emails at that point in time. But I think it set out helpful information to assist its customers with the types of common questions they might have had. And it's clear that Coverwise did ultimately go on to send Mr E personal responses to his emails too, which I've thought about below.

Mr E responded to the automated email on 3 August 2023, requesting a personal response to his concerns. Coverwise responded to Mr E on 4 August 2023, again reiterating that it couldn't provide claims registration support, but providing Mr E with the telephone number for P's claims team. And when Mr E registered his unhappiness with this response, Coverwise emailed Mr E on the following day, restating that it couldn't assist Mr E with making his claim, but providing him with further contact details for both P's claims team and claims complaints team. In my view, Coverwise responded to Mr E in an appropriate and timely way, providing him with the contact details for the team Mr E needed to speak to in order to obtain assistance in making his claim.

It seems from Mr E's correspondence that he had difficulties in contacting P's claims team on its dedicated line and that it directed him to contact the claims team by email. I don't doubt that this was frustrating for Mr E, but I can't fairly hold Coverwise responsible for P's actions on this point.

Overall, I think Coverwise treated Mr E fairly. It provided him with accurate information and tried to provide targeted responses to his queries, within the parameters of its regulatory permissions. It gave Mr E the details he needed to get in contact with P to obtain support in making a claim. I appreciate Mr E feels he was left with insufficient time ahead of his planned trip to make a cancellation claim, but I don't think I could fairly hold Coverwise responsible for any decision Mr E made as to whether or not to cancel his trip and when. So on this basis, I don't find that there are any reasonable grounds upon which I could uphold this complaint or direct Coverwise to take any action.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 11 July 2023.

Lisa Barham
Ombudsman