

The complaint

Mr R's complaint relates to a travel insurance policy he took out through Moneysupermarket.com Financial Group Limited. (MSM)

What happened

Mr R was looking to take out a travel insurance policy and used MSM's website to compare quotes from different providers. MSM used the details Mr R entered during the sales process to obtain quotes from travel insurers and brokers. It seems Mr R went ahead with one of the quotes and took out a policy which was arranged by a broker I'll call K and which was underwritten by an insurer I'll call E. I'll call the policy brand LG.

In September 2022, Mr R was abroad on holiday. Unfortunately, his return flight was cancelled and he incurred costs in arranging new tickets. So he made a claim on his travel insurance policy.

Mr R said E turned down his claim. It appears that the Foreign, Commonwealth & Development Office (FCDO) had advised against travel to Mr R's destination. It seems E said that travel against FCDO advice was specifically excluded by the policy terms. So Mr R told us that E concluded his claim wasn't covered.

Mr R was unhappy that his claim hadn't been paid. He took legal action against LG, which was dismissed by the court. He then complained to MSM.

MSM didn't think it had done anything wrong and so Mr R asked us to look into his complaint.

Our investigator thought MSM had given Mr R clear information about the impact of FCDO restrictions on potential travel cover. So she didn't think his complaint should be upheld.

Mr R disagreed and so 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 sorry to disappoint Mr R, I've decided not to uphold his complaint and I'll explain why.

First, it's important I make the parameters of this decision clear. MSM isn't the policy underwriter. It isn't authorised by the regulator to assess or decide claims. E underwrote Mr R's policy and it seems to have decided to turn down the claim. A complaint about E has already been considered by this service. Nor did MSM arrange the policy for Mr R – the policy was arranged by K – an insurance broker. So within this decision, I won't be considering whether it was fair for E to have turned down the claim or whether K arranged the policy fairly. That's because MSM isn't legally responsible for either of those actions.

MSM offers a platform for consumers to enter some details about themselves and their holiday plans and those details are then used to find insurance products for a consumer to consider. The features and price of the different products are then displayed and after comparing them, the consumer can choose which one they prefer and if they wish to proceed.

So I've considered whether I think MSM promoted the relevant travel insurance products to Mr R in clear, fair and not misleading way.

MSM has provided us with screenshots which show the information it says was displayed to Mr R when he provided it with details about the type of policy he wanted. I've also followed the same process Mr R would likely have seen. The main screen is called 'Let's Get Started' and includes a list of eligibility criteria in order for a policy to be valid. That list includes the following:

'Make sure you are:

Not travelling against current Foreign, Commonwealth & Development Office (FCDO) advice.'

Mr R was then asked for information about where he was travelling to. An information pop-up box containing a warning was listed next to the question which stated:

'If advice from the FCDO warns against non-essential travel to your destination when your trip starts, you won't be covered if you still go away or decide to cancel for this reason. Make sure to check the latest FCDO guidance before you travel.'

In my view, MSM gave Mr R clear, fair and not misleading information about potential restrictions on cover when travelling against FCDO advice if he chose to go ahead with taking out one of the travel products it promoted. I think the eligibility criteria were made very clear at the beginning of the process and were displayed in a prominent way. So I'm satisfied MSM gave Mr R enough information to highlight that the travel insurance policies it was promoting didn't cover trips if a policyholder was travelling against FCDO advice.

As such then, I don't think I could fairly find that MSM misled Mr R about the travel products it promoted or that it should pay compensation to the value of his claim.

I sympathise with Mr R's position because I appreciate he's been left out of pocket and he found himself in a worrying situation. But I don't find that MSM has made any error here or that it's responsible for Mr R's losses. So I'm not directing it 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 R to accept or reject my decision before 11 March 2024.

Lisa Barham
Ombudsman