

## **The complaint**

Mr M has complained that Insure & Go Insurance Services Ltd made an error with the sale of a travel insurance policy, resulting in a lack of cover.

## **What happened**

Mr M had an existing annual travel policy that included winter sports cover. In December 2022 he received an invite to renew the cover with an additional loyalty discount. He believed that he had then applied for the renewal. However, when he had an accident during a skiing holiday in March 2023 and tried to make a claim, he was told that he did not have winter sports cover.

Our investigator didn't uphold the complaint. Mr M disagrees with the investigator's opinion 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.

Insure & Go sent Mr M an email on 8 December 2022, saying he'd been prioritised to receive a special 10% loyalty discount. To do so, he could click on the link in the email and use the code: 'RENEW'. Had he done so, the policy would have been renewed on the same basis as his existing cover, so it would have included winter sports cover.

Mr M says this is the course of action that he took and therefore he had every reason to believe that he did have winter sports cover. However, the available evidence indicates that something else happened.

The information provided by Insure & Go shows that Mr M took out the policy online on 23 December 2022. But rather than renewing his existing policy, he actually took out a new policy. There was a discount code on the website for new business, which was 'NY23'. This is the code that was applied to the sale.

As Mr M was applying for a new policy, as a starting point he would have been offered the basic level of cover and then had the opportunity to elect additional cover. Winter sports cover was the first option that could be chosen. However, Mr M didn't opt for this during the online application process. The policy documentation sent to Mr M after the sale confirmed that there was no winter sports cover.

Mr M says he had a number of phone calls with Insure & Go in which his need for winter sports cover was discussed. He also says that it would have known that he required that cover as he'd always had it in previous years. Although there is a record of calls relating to the claim, Insure & Go only has a copy of one sales-related phone call made to him on 29 December 2023, which is after he has already purchased the new policy. There's no mention of winter sports cover in this call. As our investigator has said, it does sound as if Mr M may have had a previous conversation with somebody. However, I don't consider this to be

relevant to the matter at hand. That's because Mr M wasn't sold the policy over the phone by an advisor. He bought it online without any direct input from Insure & Go.

Clearly Mr M's intention was to renew his existing policy so that he would continue to be covered for winter sports, and that's what he thought he was doing. However, due likely to some inadvertent oversight, that's not what happened and as a result he is now out of pocket due to his claim being declined and having to pay his own medical costs.

So, I have a great deal of sympathy for Mr M's situation. But the question is whether Insure & Go has done anything wrong – and I don't think that it has. Therefore, whilst I know it will be very disappointing for Mr M, I am unable to uphold his complaint.

On another matter, Mr M has recently commented about the nature of his injury. But this isn't something I can consider as part of this complaint about Insure & Go. As our investigator has advised, Mr M may wish to present this information to the insurer in relation to his claim.

### **My final decision**

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 March 2024.

Carole Clark  
**Ombudsman**