

The complaint

Mr K complains about the service he received from Just Insurance Agents Limited trading as Justtravelcover.com ("Just Travel") about his travel insurance policy.

What happened

Mr K renewed his annual multi-trip travel insurance policy on 29 July 2023. He declared several medical conditions when he took out the policy, and the premium was £315.95. The policy was valid from 1 August 2023 until 31 July 2024.

Mr K called Just Travel, the policy administrator, on 22 April 2024 to let it know of a procedure he had due to a pre-existing condition on 11 April 2024. Just Travel carried out a medical screening due to the change in health and said Mr K would need to pay an extra premium to be covered for the remaining time on the policy. This was requested by the insurer. Shortly after, Just Travel offered Mr K a small discount on the additional premium, which now totalled £513.14.

Unhappy with this, Mr K took out an annual policy with another provider which cost him £630.53. Mr K travelled abroad on 24 April 2024, and he had another holiday booked for June 2024.

Just Travel got in touch with Mr K after the first holiday and said that once it had been over six weeks since the procedure he had, the policy could continue as usual without any additional premium. Mr K says that had he known this, he would have either travelled without insurance, or taken out a single-trip policy to cover the one holiday he had during the six-week period.

The insurer offered Mr K a pro-rata refund of his premium from when Mr K notified of the change in health, and Just Travel offered £25.06 on top of this amount to compensate Mr K for not letting him know about this option earlier. Whilst the complaint was with our service, Just Travel increased this compensation to £50.

One of our investigators looked into what happened. She didn't think Just Travel had done everything right when it hadn't told Mr K about the option to wait for six weeks, and the policy would continue as usual. But she thought Just Travel's offer to pay Mr K £50 for the distress and inconvenience caused was fair and reasonable.

Mr K disagreed with our investigator's findings. He didn't think the compensation was enough in the circumstances. He also didn't think the investigator had considered that Just Travel had told him it didn't provide insurance for anyone over a certain age, but its marketing literature said there was no age limit. He also didn't think it was clear if the policy was cancelled or not.

As no agreement was reached, the complaint was passed to me to decide. I issued a provisional decision in February 2025. Here's what I said:

“As this complaint is about the policy administrator, Just Travel, I can only consider the actions it is responsible for. I cannot consider anything the insurer is responsible for, such as setting the premium and any premium refunds, or any potential claims.

Just Travel has accepted it should have told Mr K that he could keep the policy in place as is, without any additional premium, once it had been more than six weeks from his procedure. So, I need to consider if the compensation it has offered for failing to do this is fair and reasonable in the circumstances.

But I think Just Travel should also have told Mr K that if he didn't want to pay the additional premium due to a change in health, he could cancel his upcoming trip and make a claim to the insurer for this. This is set out in the terms and conditions of the policy. Just Travel says it didn't let Mr K know about this option as he had indicated he would still be travelling. But I think Just Travel should have told Mr K this as an option, so he could have made an informed decision.

Based on everything I've seen, I think it's more likely than not that Mr K would still have travelled. His holiday was due to start in just two days, and he told us in his original complaint submission that he would either have travelled without coverage or taken out a single-trip policy to cover the holiday. Mr K has later told us that he wouldn't have travelled without coverage, so I think it's likely he would have taken out a policy to cover the trip.

Mr K says he would have bought a single-trip policy, but these aren't necessarily significantly cheaper than annual policies, especially considering that Mr K had had a recent procedure relating to a pre-existing condition. Just Travel has told us that a single-trip policy in Mr K's circumstances would have cost around £440 to cover the one holiday. Although I appreciate Mr K may have been able to find cheaper cover through other insurers. But by taking out an annual policy, Mr K also benefitted from having cover beyond the policy he already had, as this only had around three months left for time on cover. And the insurer offered to give him a pro-rata premium refund for those three months.

Overall, I'm not currently persuaded that Mr K has suffered a financial loss because of Just Travel's actions. Mr K has told us that he had been insured through Just Travel for a number of years. So, I think that if Mr K had bought a single-trip policy to cover the one holiday, he also would have had to buy a new annual policy in three months' time regardless. Instead, he only bought an annual policy, and his current insurer offered a pro-rata refund for three months left for time on cover. So, even if Just Travel had done everything right, Mr K may have chosen to buy the annual policy in any event.

However, I don't think the compensation Just Travel has offered is enough in the circumstances. I think it should pay Mr K a total of £150 for the distress and inconvenience caused in not giving him clear information about his policy, for the reasons I've set out above. This was clearly frustrating for Mr K. For clarity, this compensation excludes any potential premium refund, as this would be for the insurer to pay Mr K.

Mr K is also unhappy that it's not clear if his policy was cancelled or not. But I don't think this has any bearing on the outcome of this complaint. If he thinks the policy should have been cancelled and he's due a refund, he can raise this with the insurer.

Lastly, I don't think Just Travel told Mr K that the insurers it worked with weren't able to provide insurance for people over a certain age limit. It told him that his current insurer wasn't accepting new business, and it was only able to give him a new quote with one other insurer. I know Mr K was disappointed with this, especially considering how high the premium was, but I don't think Just Travel gave him any misleading information in this regard. And in any event, it's for insurers to set the underwriting criteria for the risk they're willing to accept, and these may change. This isn't something Just Travel, as a policy administrator, is responsible for."

Just Travel accepted my provisional findings to pay Mr K £150 for the distress and inconvenience caused. It also said that the pro-rata premium refund offer from the insurer was still available for Mr K, if he chose to accept it.

Mr K responded to say that there were several points I hadn't mentioned in my decision, and he wondered if I'd taken these into account when reaching my provisional findings. In short, Mr K said the following:

- there was no change in health,
- he wasn't made aware that Just Travel carried out a medical screening,
- I haven't mentioned that he could have suspended his annual policy for six weeks,
- had he stayed with Just Travel, his annual policy would have cost £829.09, or a new annual policy would have cost £2,914, and
- Just Travel told him it didn't accept new policies for people over a certain age.

As both parties have had the opportunity to review and respond to my provisional findings, I'm now issuing my 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.

Firstly, it may be helpful if I explained that my role is to decide what is the crux of the complaint and address the points that I consider to be material to the outcome. That means that whilst I didn't comment on everything in my provisional findings, I did review all the information available.

I appreciate Mr K says he didn't have a change in health. But the terms of the policy say that even seeing a consultant or a specialist is something that needs to be declared as a change in health. And Mr K had a medical procedure performed in a hospital. If Mr K is not happy with how a change in health is considered, this is something he needs to raise with the insurer. Just Travel was simply following the instructions of the insurer.

Just Travel asked Mr K questions over the phone, and it carried out a medical screening during the call. The date of the medical procedure was relevant for the medical screening, which led to the insurer asking for an additional premium for the remaining time on cover.

I explained in my provisional findings that Just Travel had accepted it should have told Mr K that he could keep the policy in place as is, without any additional premium, once it had been more than six weeks from his procedure. I don't think it's relevant whether the policy would have formally been suspended or not. As Just Travel accepted it had made a mistake, I don't need to make a finding on this. I only need to decide if the compensation Just Travel offered for the impact of its mistake was fair and reasonable.

I did consider how much Mr K would have had to pay for a policy through Just Travel – either by paying an additional premium or taking out a new annual policy. I specifically mentioned these in my provisional findings, albeit not in the way Mr K has set out.

As I explained in my provisional findings, I don't think Just Travel told Mr K that none of the insurers it worked with were able to provide insurance for people over a certain age limit. In fact, it offered him a new annual policy, so it was clear that Just Travel could provide a policy to Mr K with one of the insurers, albeit for a significantly high premium.

Having considered everything, as neither party has given me any new evidence or information, I see no reason to depart from the findings I reached in my provisional decision. So, I've reached the same outcome and for the same reasons.

Just Travel has said that the pro-rata premium refund offer from the insurer is still available for Mr K, if he chooses to accept it. I'll leave this for Mr K to arrange, as I cannot make a finding about any premium refund under this complaint, as that is the responsibility of the insurer.

My final decision

My final decision is that I uphold Mr K's complaint in part and direct Just Insurance Agents Limited to pay him £150 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 15 April 2025.

Renja Anderson
Ombudsman