

The complaint

Mr G has complained that his travel insurance broker, Rock Insurance Services Limited trading as Insurefor.Com ('Insurefor') mis-sold him his policy.

Mr G's complaint was brought to us by his representative Mrs G but for ease I will refer to her comments as Mr G's.

What happened

I issued a provisional decision on this complaint last month explaining why I was not considering upholding it. An extract from that decision follows:

"Mr G took out his travel insurance policy through Insurefor, an insurance intermediary/broker, online in November 2022. He selected for the policy to start in December 2022 and end in December 2023.

Mr G made two claims under his policy during the policy year but they were both rejected by the underwriter which is a separate company to Insurefor. On both occasions Mr G was told that what he wanted to claim for wasn't covered under the policy.

Mr G complained and said he believed his policy had been mis-sold and wasn't fit for purpose. He said members of his family also bought travel insurance policies through Insurefor but their policies covered them for circumstances that his didn't. Mr G said that the policy left too many "grey areas" and its cancellation and curtailment cover was too narrow as four out of ten reasons related to Coronavirus. He added that airline failure should be listed as a specific exclusion as should the non-inclusion of pre-booked excursions. He said that Insurefor should have stepped in and forced the underwriter to be reasonable and cover his claim.

Insurefor reviewed Mr G's complaint about the mis-sale but it didn't uphold it. It said that his family members took their policies out in July 2023 after a change of underwriter. It said the policy was taken out online by Mr G on a non-advised basis and that he was provided with his policy wording and insurance product information document (IPID) to review during the purchase and there was also a 14 day cooling off period where he could have cancelled the policy if he wasn't happy with it. It said it wouldn't be accurate to assume all policies provided the same cover especially as they were purchased months apart.

One of our investigators reviewed the complaint but didn't think the policy had been mis-sold. Our investigator said she was satisfied that the relevant policy information was available to Mr G before he purchased the policy. And he also had a cooling off period to cancel the policy if he wished. She thought Insurefor's decision to change underwriters was

a commercial decision it was entitled to make. She added that insurers are entitled to decide what risks they are prepared to cover and no insurance policy covers every eventuality.

Mr G didn't agree and asked for an ombudsman's decision. He said that the complaint was complicated unnecessarily between the two underwriters. He said the accommodation he had claimed for was booked by a family member on a per unit basis and not per person so the underwriters shouldn't have split it between the four family members. Mr G also mentioned that his share of the costs was settled by his family's underwriter which is something it wasn't obliged to do. He said he wanted an admission that the complaint was handled badly and led to a lot of stress and financial hardship.

The matter was then passed to me to decide.

What I've provisionally 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.

Mr G made a claim for a missed pre-planned excursion due to an abandoned flight and later a claim for accommodation costs for another holiday which he had planned to take with three members of his family which was cancelled by the airline. Both claims were rejected and he said this shows his policy wasn't suitable for his needs and was therefore mis-sold to him.

Those who sell insurance have to provide enough information which is clear, fair and not misleading to ensure those who wish to purchase it are able to make an informed decision about whether to do so and whether it's right for them. And any feature of the policy which is considered to be significant or unusual should be highlighted.

The policy was sold on a non-advised basis which means it wasn't recommended by Insurefor to Mr G as being suitable for his needs. It was a policy Mr G chose to purchase based on the information he was presented with at the time of purchase.

Insurefor hasn't been able to provide details of the information that was available on its website when Mr G took his policy out but it has provided a screenshot of information Mr G would have been provided with before he proceeded with the purchase. This shows that the IPID and the policy wording were available for review before proceeding with the purchase of the policy. In the absence of any information or evidence to the contrary I think, on balance the IPID and the policy terms were available to Mr G before he purchased the policy. I think this is fair and reasonable and would have helped Mr G make an informed choice before taking the policy out.

Mr G said that exclusions such as those relating to pre-booked excursions or airline failure should have been listed within the policy and brought to his attention. What the policy does and doesn't cover is a matter for the underwriter and not Insurefor as it doesn't set the policy terms. And as our investigator said it isn't possible for policies to cover every eventuality and it also isn't possible for those who sell insurance to highlight everything that isn't covered under the policy.

Even if I were to agree that these exclusions should have been listed or brought to Mr G's

attention by Insurefor, which I don't because I don't think they were significant or unusual enough, I would still have to consider whether or not Mr G would have proceeded to purchase the policy regardless. And in the circumstances I think, on balance, he would have. I say this because I don't think he took the policy out with these scenarios in mind. So, on balance, I don't think their non-inclusion would have led to him not proceeding with the purchase. I appreciate that at the time when Mr G came to claim, the circumstances that led to the two claims were significant but this is something that, as Mr G said, only became apparent when he came to claim and not before at the time of purchase. Mr G hasn't said that he was specifically looking for a policy that covered pre-booked excursions or airline cancellations but even if he did, this is information that was available to him before he proceeded to buy the policy as Insurefor provided him with the IPID and policy terms in advance. So, I don't think the policy was mis-sold on this basis.

I also don't think the policy wasn't fit for purpose because, on balance, it would have covered Mr G under a number of other circumstances.

I appreciate that Mr G is unhappy that his family bought their policies through the same website in the same way he did, and their policies covered their claims and his didn't. I appreciate why this would be frustrating but I note that the policies were purchased many months apart and that in the meantime, the underwriter had changed and understandably so did the terms and conditions. I don't think it is unfair that Insurefor changed underwriters- as our investigator said it is a commercial decision it is entitled to make. So I don't think Insurefor as the broker did anything wrong in this regard.

Mr G said that Insurefor should have stepped in and ensured that his underwriter settled his claim and that it was unfair that his family's insurer ultimately paid for his share. I appreciate Mr G's point but I don't think Insurefor is under any obligation to do this or that it would have necessarily been successful if it had attempted this.

I understand Mr G is unhappy that the complaint which was brought by a family member who had made the booking in relation to the second claim was separated into different complaints. I should explain that when we consider complaints we do have to separate them if they concern different businesses because they are separate entities. Also if a complaint concerns the same business but is brought by separate individuals who have their own individual policies, we aren't able to group those complaints together but have to consider them separately.

I appreciate Mr G will be disappointed with my decision. I understand his frustration especially as his family's claims were covered but not his. But I don't think Insurefor acted in a way that was unfair or unreasonable in these specific circumstances as Mr G's broker."

Both parties responded to my provisional decision. Insurefor said that the decision to split the accommodation cost claim between the four family members was something outside its jurisdiction and a decision made by the underwriters.

Mr G said he was frustrated that the complaint was not considered together with the complaint made by the family member who booked the accommodation for the whole family. He reiterated the accommodation was booked on a per unit basis and not per person. He said though his family's underwriter covered the entire accommodation claim he wants

Insurefor to acknowledge the time and effort it took for him and his family to pursue the claim and subsequent complaint. He added that Insurefor's website always summarised the level of cover in the exact same way. He always selected the maximum cover and, though he had reviewed the policy documents, it wasn't possible to determine if he would be covered for an unknown circumstance.

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.

I appreciate that Mr G was frustrated by the way the claims were handled and the decision to split the accommodation claim on a per person basis. As Insurefor has said this was a decision made by the underwriters, so I don't think this is something that Insurefor was responsible for. And in relation to his and his family member's complaint, as I explained in my provisional decision they could not be considered as one complaint by our organisation as they relate to separate policies.

I also appreciate that Mr G and his family have put in a lot of effort into making the claims and bringing their complaints to the different businesses and to our organisation. I have no doubt that it was a long and tiring process. But as I don't think that Insurefor has done anything wrong in the way it handled the matter or in selling the policy, I'm not asking it to do anything further. As I said in my provisional decision a number of the points Mr G has raised relate to the policy cover which is the responsibility of the underwriters and not Insurefor's, who in these circumstances, as the broker, was only responsible for selling the policy.

The rest of my findings remain as they were in my provisional decision and now form the findings of this, my final decision.

My final decision

For the reasons above, I am not upholding this complaint.

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

Anastasia Serdari
Ombudsman