

## The complaint

Mr P and Ms D complain that Post Office Management Services Limited (Post Office) missold their travel insurance policy.

For ease of reading, I'll just refer to Mr P throughout.

## What happened

Mr P purchased an annual travel insurance policy from Post Office with the premier level of cover.

In July 2024, Mr P went on a trip and decided to register his flight in case he needed to rely on the flight delay assistance cover. Unfortunately, the flight details weren't accepted on the tracking system, but his flight wasn't delayed in any event. He later made a mis-sale complaint to Post Office, as he said he was incorrectly made to believe most flights could be registered.

Post Office didn't agree the policy was mis-sold. They said there are occasions where a flight can't be tracked, and this is clearly explained in the policy terms and conditions, which Mr P was asked to read and accept before purchasing the policy.

Mr P didn't think this was fair. He acknowledged the fact the terms and conditions say it might not be possible to register all flights. However, he flew with a major airline, and he believed it would only be in exceptional circumstances where a flight couldn't be registered. So, he said the terms and conditions, and the information shared on Post Office's website about flight delay assistance is misleading and needs to be changed. He also said he wouldn't have purchased the policy, if he'd been given accurate information about this issue.

An investigator at our service then considered the complaint, but didn't uphold it. He acknowledged Mr P's disappointment that he couldn't register his flight, but he didn't think the policy was mis-sold.

## 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.

In reaching this decision, I haven't considered why Mr P was unable to register his flight or if he should have been able to make a successful flight delay assistance claim. I've only considered Mr Ps complaint that his policy was mis-sold.

Our general position for considering mis-sale complaints is dependent on whether the sale of the policy was advised or non-advised. In this case, the sale was non-advised, as Mr P applied for the policy online, and no advice was given. So, under the relevant rules and industry guidance, Post Office weren't required to make sure the policy was suitable for Mr Ps needs. Instead, they needed to give him enough information, so he could make an informed decision about taking out the policy himself. This included highlighting any

significant policy limitations or exclusions, and making sure the information they provided was clear, fair, and not misleading.

Mr P has said the information he was given about the flight delay assistance was misleading, so I have carefully considered what the policy says in relation to this. It says:

"You can only register a flight where the airline reports their flight schedules to our flight tracking system. Whilst the majority of airlines report their schedules and delays accurately, there may be instances where your flight cannot be tracked, and the system will inform you of this"

I'm aware Mr P feels this wording isn't sufficient as he travelled with a major airline and couldn't track his flight, but I respectfully disagree. I can see it refers to "the majority of airlines" not all, and I've not been given any reason to conclude the majority of airlines don't report their flight information accurately. Most importantly, a clear warning is included that it might not be possible to track all flights. So, I see no grounds for concluding this information is false or misleading.

I've also reviewed Post Office's website and can see it shares similar information about tracking flights and refers customers to the policy terms and conditions. So, I don't think the information stated on Post Office's website is misleading either. Mr P has said he should have been provided with a list of airlines & airports that often struggle to report their flights accurately, but I wouldn't reasonably expect that type of information to be included in the policy terms. Based on everything I've seen, I'm satisfied Post Office gave Mr P enough information to reasonably understand how this specific cover works, and its limitations. So, it would have been for Mr P to carry out his own research, if he felt he needed further information about any specific airline.

Mr P has said he wouldn't have purchased the policy, if he'd known he wouldn't be able to register his specific flight. However, I'm satisfied he should reasonably have been aware of that unfortunate possibility, based on the above warning. Overall, I see no grounds for concluding the policy was mis-sold.

## My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Ms D to accept or reject my decision before 18 July 2025.

Claire Greene Ombudsman