DRN-5712036

The complaint

Miss L and Mr L are unhappy with what Michael Pettifer Insurance Brokers Ltd (MPI) did following a claim on their travel insurance policy.

Although the policy is in joint names as the claim relates to Miss L I'll mainly refer to her in this decision.

What happened

Miss L was injured in an accident abroad and claimed on her policy. The insurers are based overseas but the policy says claims should be made to MPI. Some of the costs Miss L incurred have been covered under her policy but there are outstanding claims for reimbursement of a course Miss L was attending and costs to pursue the third party responsible for her accident. Since June 2024 Miss L and her representative have made a number of requests to MPI for information about these claims but say it hasn't responded.

Our investigator said decisions about the claim itself remained the responsibility of the policy insurers. They weren't within our jurisdiction but Miss L could make contact with them direct if she wanted to pursue these matters. However, she thought in the circumstances of this case we could consider MPI's handling of the claim. As it hadn't provided any response to the inquiries we made she reached a view based on the evidence she did have. She thought MPI's failure to respond to correspondence caused Miss L avoidable distress and inconvenience and said it should pay £200 in recognition of the impact of that on her.

Miss L raised concerns about a policy exclusion she said hadn't been drawn to her attention when the policy was sold. Our investigator said that would need to be considered as a separate complaint about the sale of the policy. MPI didn't respond to the recommendation she'd made on this complaint. So I need to reach a 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.

We can't normally consider complaints about how a claim has been handled on behalf of an insurer. That's because managing claims for a relevant insurer is excluded from the regulated activity of assisting in the administration and performance of a contract of insurance by article 39B of the Regulated Activities Order. That says a firm is not carrying out that activity if it is '*managing claims on behalf of a relevant insurer*'.

However, the insurers of Miss L's policy aren't '*relevant insurer(s)'* because they don't have permission from the Financial Conduct Authority to carry on one or more regulated activities. So, the activities complained of here (MPI's failure to respond to correspondence from Miss L about her claim) aren't caught by the exclusion in article 39B of the Regulated Activities Order and are something we can consider.

It's clear Miss L and her representative have been in regular contact with MPI since June 2024 seeking information about the outstanding elements of her claim. I've not seen evidence they received any response to those inquiries (and MPI hasn't responded to us about the complaint either). I agree that will have caused Miss L unnecessary inconvenience and it will have been distressing for her at a time when she was continuing to be affected by the injuries she suffered in her accident. I think the £200 our investigator recommended is a reasonable way of recognising the impact of what MPI got wrong on her.

I appreciate Miss L also has concerns about what happened when the policy was sold but that isn't something she's raised with MPI to date. And it would need an opportunity to respond to that issue before we could consider it. If Miss L wants to pursue these concerns she can complain separately to MPI about them.

My final decision

I've decided to uphold this complaint. Michael Pettifer Insurance Brokers Ltd trading as MPI Brokers will need to put things right by paying Miss L £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L and Mr L to accept or reject my decision before 5 September 2025.

James Park
Ombudsman