

The complaint

Mrs and Mr N complain that Holiday Extras Cover Limited changed the wording of their travel insurance policy after they bought their policy which affected their cover for the insured period. They also complain that Holiday Extras put outdated travel insurance policy documents online.

What happened

On 13 October 2023 Mrs and Mr N bought a 'Silver Cruise' annual multi-trip travel insurance policy online to start from 4 November 2023. Holiday Extras is the seller of the policy.

In June 2024 Mrs and Mr N's flight was delayed then cancelled due to air traffic control issues and they claimed on the policy. An insurer, through its claims handler, which are completely separate businesses to Holiday Extras said the claim wasn't covered under the policy terms. Mrs and Mr N's complaint about the insurer's decision to decline the claim has already been investigated by our Service.

Mrs and Mr N complained separately to Holiday Extras. They said when they bought their policy they recalled seeing that the policy covered flight cancellation by the transport provider under the 'Travel delay and abandonment' section 11(4). But when they later checked their policy wording through Holiday Extras' 'app' they saw section 11(4) was missing and the date of the policy was after their policy purchase and start dates. Mrs and Mr N said Holiday Extras had changed their policy wording after they bought the policy which had meant their claim wasn't covered.

Mrs and Mr N also found older versions of Holiday Extras' travel policy documents online which still included section 11(4). Mrs and Mr N said alternatively the correct policy wording wasn't provided to them when they bought the policy.

Holiday Extras said it provided Mrs and Mr N with the correct policy wording at the time of policy purchase and no changes were made to the policy, after they bought the policy, which applied to them during the 2023/2024 insured period.

Holiday Extras agreed older versions of its policies were online but it said those were for reference only and didn't affect the cover given by Mrs and Mr N's policy.

Our Investigator said Holiday Extras had acted fairly. He considered Holiday Extras hadn't changed the wording to Mrs and Mr N's individual policy after they bought the policy and the archived policy wordings on its website were clearly previous versions.

Mrs and Mr N didn't agree and want an Ombudsman's decision. They emphasised why they believe the policy document sent to them is dated after their policy purchase and start dates.

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.

This decision is only about whether Holiday Extras has acted fairly and reasonably to Mrs and Mr N.

Holiday Extras sold the policy to Mrs and Mr N. Holiday Extras isn't responsible for the policy insurer, or the insurer's claims handler's, decision to decline Mrs and Mr N's claim. Holiday Extras also isn't responsible for the insurer or the insurer's claims handler's actions.

Another of our Investigators considered Mrs and Mr N's complaint about the insurer (including its claims handler). I understand that an Ombudsman's decision hasn't been made on their complaint about those businesses. If Mrs and Mr N continue to have concerns about the policy insurer (including its claims handler) then they can ask for an Ombudsman's decision about that complaint.

I've seen that Mrs and Mr N have contacted the Financial Conduct Authority (FCA) about their concerns, and they've told us the FCA's response, which is a matter for the FCA. I've also seen documents which show Mrs and Mr N are in alternative dispute resolution with the relevant airline about it not paying compensation for the flight delay/cancellation. I won't comment on that matter which is outside this Service's remit.

I've considered all the points Mrs and Mr N have made about Holiday Extras but I won't address all of the points in my findings – nor am I obliged to. As I've said, this decision isn't about all of the matters they've raised. I'll focus on the reasons why I've made my decision on this complaint and the key points which I think are relevant to the outcome of this complaint.

Having considered the evidence, I think Holiday Extras sent Mrs and Mr N the correct policy wording when they bought the policy. I don't think Holiday Extras changed the policy wording that applied to them during the 2023/2024 insured period. I'll explain why.

The reference number for Mrs and Mr N's policy ends 5469. Holiday Extras has told Mrs and Mr N and us that the policy version which applies to that reference is 'HX-CRUISE-PW-07-21-07-2023'. The details of the policy version is at the end of the last page of the policy. I think that policy version, dated 21 July 2023, is likely to be the version which applied to Mrs and Mr N as it's less than three months before they bought the policy in October 2023.

I've considered the 'HX-CRUISE-PW-07-21-07-2023' version of the policy. The policy section 11 'Travel delay and abandonment' has three subsections which in effect say the policy covers travel delay, subject to the criteria in the policy terms, if the delay is due to:

- '1. Adverse weather conditions (but not those defined as a Catastrophe).*
- 2. Strike or Industrial Action.*
- 3. Mechanical breakdown of the Public Transport on which You are booked to travel'.*

The 'HX-CRUISE-PW-07-21-07-2023' version of the policy, which applies to Mrs and Mr N, doesn't contain the section 11(4) cover for *'Cancellation by the transport provider of Your scheduled pre-booked international flight, ferry, train or coach'* which Mrs and Mr N have seen in older versions of the policy.

Holiday Extras has told us there's no system in place that modifies or replaces the policy documents after policy purchase for the insured period, as Mrs and Mr N suggest. I've considered the evidence around that matter. I've seen the screen shots taken by Mrs and Mr N which show 'policy download' and 'policy wording' both dated 20 November 2023, which is after the dates they bought the policy and the policy started.

But Holiday Extras told Mrs and Mr N that the date for those files is the date they were downloaded and the 'last modified' date is the date the document was saved in PDF format as a copy of the original. So the date shown on the screenshot doesn't mean it's a new version of the policy dated 20 November 2023. Holiday Extras also told Mrs and Mr N that those policies on the screenshot are all the same and all show, on the last page, the policy version 'HX-CRUISE-PW-07-21-07-2023'. I think that's very important because it's the policy version that applies to Mrs and Mr N's policy reference number ending 5469, the policy version I'm satisfied they bought.

Holiday Extras says 'HX-CRUISE-PW-07-21-07-2023' policy version was displayed when Mrs and Mr N viewed the policy through the Holiday Extras' app as being the relevant policy for the 2023/2024 insured period. I've seen no evidence which persuades me that Holiday Extras is wrong.

Mrs and Mr N highlighted on another screenshot they sent us that from 2023 to 2024 there's a change of wording as to how transactions show on Holiday Extras customers' credit card statements. But that's not evidence that Mrs and Mr N's policy wording had been changed to take effect during the 2023/2024 insured period.

Mrs and Mr N also said their granddaughters' travel insurance documents sold by Holiday Extras were automatically updated with 2024 policy documents. I think Holiday Extras correctly and reasonably told Mrs and Mr N that as their complaint was about the terms of their policy it wasn't appropriate to comment on their granddaughters' policies. If Mrs and Mr N's granddaughters have concerns about those policies they can make a separate complaint to Holiday Extras and ultimately to us. If they are under 18 years old we generally say that a parent or legal guardian should represent them in their complaint.

I'm satisfied that Mrs and Mr N were provided with the correct policy document at the time they took out the policy. I'm satisfied from the evidence I've seen that Holiday Extras didn't change the policy wording after they bought the policy for their 2023/2024 insured period. That means the policy Mrs and Mr N bought didn't include section 11(4).

Changes can be made to insurance policy wordings. I agree with Mrs and Mr N that older policy versions of Holiday Extras' travel insurance policies which include section 11(4) are available online. I've looked at Holiday Extras' website which shows old archived policy versions clearly labelled by purchase date to allow customers to access previous versions of the policy when needed. The website specifically tells customers to select the policy version applicable to their policy purchase date. So I think Holiday Extras' website is very clear about which version of the policy applies to different purchase dates.

In March 2025 Mrs and Mr N sent us internet links which they say show Holiday Extras' 'live' policy document still shows section 11(4) cover. From using the links Mrs and Mr N sent I can see they are policy versions in 2022, which aren't current. When Mrs and Mr N raised the point previously with Holiday Extras it said the listings (outside of its website) are controlled by Google, it understood that being able to find those old versions (outside of its website) could be confusing and it had raised that the listings be reviewed with Google. I think that's reasonable action for Holiday Extras to take. It says it doesn't have direct control of the listings outside of its website and I've seen no evidence to the contrary.

Mrs and Mr N being able to find older versions of the policy on the intranet doesn't mean Holiday Extras sent them the wrong version of the policy when they bought the policy. It also doesn't mean that Mrs and Mr N's policy wording was changed after they bought the policy to affect them for the 2023/2024 insured period.

Overall I'm satisfied that Holiday Extras treated Mrs and Mr N fairly and reasonably.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N and Mr N to accept or reject my decision before 26 September 2025.

Nicola Sisk
Ombudsman