

## **The complaint**

Mr P complains about how Michael Pettifer Insurance Brokers Ltd (MPI), a broker, dealt with his claim against his travel insurance policy.

## **What happened**

In summary, in December 2023, Mr P took out a 90 day travel insurance policy which had a start date in January 2024. I'll refer to the underwriters of the policy as 'I' and 'S'.

Mr P made two claims against his policy. MPI sent Mr P an offer of settlement in relation to one claim but the deduction of the excess was incorrect. Mr P says MPI stopped responding to his emails and phone calls and he complained about that. He wants MPI to refund the premium he paid, as it's similar to the value of his unpaid claims.

One of our Investigators looked at what had happened. MPI didn't respond to this service's request for information, so the Investigator considered the information he had.

The Investigator thought MPI had acted unreasonably in its communication with Mr P, which caused Mr P distress and inconvenience. He recommended MPI pay Mr P compensation of £125. The Investigator said this service can't overturn a decision about the claims or comment on the insurers not dealing with the claim, as I and S are out of our jurisdiction.

Mr P didn't agree with the Investigator. He said the compensation recommended by the Investigator is only 1/10 of the premium or the value of his claims, which MPI failed to communicate with him about. Mr P said the recommendation doesn't incentivise MPI to treat its customers properly.

The Investigator considered what Mr P said but didn't change his view. He said we wouldn't ask MPI to refund premiums in this case and our role isn't to punish businesses. The Investigator said the underwriters are out of our jurisdiction. Mr P asked that an Ombudsman consider the matter, so it was passed to me to decide.

## **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've taken into account the law, regulations and good practice. Above all, I've considered what's fair and reasonable.

As Mr P is aware, MPI is a broker, not an insurer. That means it arranges and administers policies but it doesn't actually provide the cover or decide claims. That's done by the insurers who are separate businesses to MPI. As previously explained, this service can't deal with a complaint about the insurers in this case, I and S, because (though not limited to) they

weren't carrying out activities from an establishment in the UK. So, in this decision I'm looking at the actions of MPI.

MPI hasn't provided this service with the information we asked for. Based on what I've seen, on balance, I accept what Mr P says about MPI failing to respond to his e-mails or phone calls. So, MPI didn't handle Mr P's claims promptly and fairly. I can direct MPI to pay compensation in relating to loss, distress and inconvenience arising out of that.

I don't think I can fairly conclude that MPI's actions caused Mr P loss. His claims with I and S remain. And there's no basis on which I can fairly direct MPI to pay Mr P a sum equivalent to the premium he paid. MPI doesn't retain the premium and Mr P had the benefit of cover with I and S for a number of insured perils.

I think MPI's action in failing to engage with Mr P caused him distress and inconvenience in that he received no response to his reasonable enquiries and spent more time dealing with this than was necessary. I agree with the Investigator that compensation of £125 is fair and reasonable in this case. Mr P says that doesn't provide an incentive for MPI to treat customers fairly. That's not the basis on which we direct businesses to pay compensation for distress and inconvenience. This service isn't the industry regulator and we don't punish or incentivise businesses.

In considering compensation for distress and inconvenience, we look at the effect of the error on the consumer, Mr P in this case. After careful consideration, I think compensation of £125 is fair and reasonable here. In reaching that view, I've taken into account the nature, extent and duration of Mr P's distress and inconvenience caused by MPI's errors.

### **Putting things right**

In order to put things right, MPI should pay Mr P compensation of £125 in relation to his distress and inconvenience.

### **My final decision**

For the reasons I've explained, I uphold this complaint. Michael Pettifer Insurance Brokers Ltd should now take the step I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 25 September 2025.

Louise Povey  
**Ombudsman**