

The complaint

Ms M complains that she was mis-sold a travel insurance policy by Saga Services Limited. Reference to Saga includes its agents. Mrs B is assisting Ms M in bringing her complaint. I'll refer to comments from Mrs B as coming from Ms M.

Ms M made a separate complaint about the insurer declining her claim, which isn't dealt with here.

What happened

In summary, Saga sold Ms M an annual travel insurance policy. Ms M says when she bought the policy, Saga told her it covered trips in the UK. Ms M subsequently made a claim against the policy following theft of her suitcase from a train whilst she was travelling to visit a friend in the UK. The insurer declined the claim. It said what happened wasn't covered by the policy.

Ms M says Saga mis-sold the policy to her. She says she didn't receive the full terms and conditions of the policy at the outset.

One of our Investigators looked at what happened at the time of the sale of the policy. She didn't recommend Ms M's complaint be upheld. The Investigator said Ms M asked about UK travel in the initial call with Saga and it told her the policy covers UK trips. She said, whilst that's correct, Saga didn't go on to explain the conditions relating to UK cover, for example the requirement for pre-booked accommodation. But the Investigator said we wouldn't expect Saga to explain every clause of the policy in a phone call, especially when those details are in the policy documents provided after purchase.

The Investigator said Saga had provided information to show it sent Ms M the full policy pack, including the policy book. She said if Ms M found something was missing it would have been reasonable for her to ask about that at the time.

Ms M didn't agree with the Investigator. She said this service is in place to protect consumer rights, which it hadn't done here. Ms M said Saga should have made it clear at the outset the policy didn't cover certain UK travel. She said this service hadn't looked at the bigger picture.

The Investigator considered what Ms M said but didn't change her view. Ms M asked that an Ombudsman consider her complaint, 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'm sorry to learn of the event which led to the claim against the policy. I don't doubt the theft of Ms M's suitcase during a UK trip was distressing.

In this decision, I'm considering the sale of the policy. It's clear both Ms M and Mrs B have very strong feelings about this matter. I trust they won't take as a discourtesy the fact I focus on what I consider to be the central issues in the complaint against Saga.

This service was set up to provide an informal alternative to the courts for consumers who have complaints about business' actions. This service is impartial and therefore it's not my role to protect either Ms M or Saga. My role is to consider the available evidence and arguments in order to decide what's fair and reasonable

I've taken into account the law, regulations and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say Saga should provide Ms M with information that's clear, fair and not misleading. I don't uphold this complaint and I'll explain why.

- I've listened to the recording of the phone call at the time of the sale. Saga didn't recommend whether the policy was suitable for Ms M: its role was to give Ms M sufficient information to enable her to decide whether it was right for her.
- During the phone call, Ms M said she believed the policy covers trips in the UK, as she sometimes has UK holidays for two to three days. Saga said "*Yes, correct, we do UK trips as well, that's all covered*".
- Saga's response was strictly correct – the policy covers UK trips. But the cover is subject to the condition that a UK trip must include pre-booked holiday accommodation, unless it's to stay at accommodation of a relative or friend who lives in the Channel Islands. (The policy's definition of the UK includes the Channel Islands).
- On balance, in the circumstances here, I don't think Saga gave Ms M misleading information about cover for UK trips. I think its reference to "*...that's all covered*" was colloquial and didn't mean all UK trips were covered by the policy.
- I don't think Saga was at fault in failing to mention the condition in the policy relating to UK trips. We wouldn't expect Saga to mention all the terms and conditions of a policy during the initial call. There was no indication cover for UK trips was Ms M's main motivation for taking out the policy: she asked about UK trips near the end of a long phone call and didn't mention she'd stay at friends' homes in the UK. I don't think Saga was aware Ms M required cover for UK trips where she stayed at friends' homes.
- Ms M chose to receive documentation by post. She says she received the policy certificate and something she refers to as the "*policy booklet*" but says she didn't receive the full policy. I think Ms M is saying she received Saga's letter to her of 5 June 2023, which included, among other things, the '***Policy Schedule – Certificate of Insurance***'.
- On the banner on the right of page one of Saga's letter to Ms M of 5 June 2023, there's a list of the information enclosed. One item on the list is the policy book. Saga has provided evidence from its systems to show it included the policy book in its letter to Ms M. Based on what I've seen, I'm satisfied Saga sent the policy book to Ms M. So, during the 14 day cancellation period, Ms M had the information she needed to decide whether the policy was suitable for her.
- I'm sorry to disappoint Ms M but, for the reasons I've explained, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 15 October 2025.

Louise Povey
Ombudsman