

The complaint

Mr M is unhappy with the service provided by Saga Services Limited trading as Saga (Saga) following a claim made under his car insurance policy sold by Saga.

What happened

Mr M purchased a car policy through Saga acting as the broker for the policy. Throughout the policy terms and conditions document, it referred to 'we', 'us' and 'our'. Under the section 'Definitions' it explained 'We, Us, Our [is defined as] The insurer'. In the same section it said 'Insurer' is defined as 'The insurance company shown in your schedule'. The insurer is recorded as C in the policy schedule.

Around November 2024, Mr M contacted Saga to make a claim. Saga referred the claim to the insurer of the policy, C. Mr M was unhappy about this as he thought Saga would deal with the claim instead of passing him to a third party. Mr M complained about Saga's lack of involvement and support with the claim.

Saga told Mr M that it had acted in line with its usual process in referring Mr M to C for his claim to be correctly dealt with. Mr M referred his complaint to the Financial Ombudsman Service. Our Investigator said Saga had acted fairly and didn't ask it to do anything in settlement of Mr M's complaint. Mr M said '*...I renewed in good faith and expected that Saga would deal with everything, as in the past. I have been with them approximately 15 years. At no point was I told that everything had to go via [C].*' As the complaint couldn't be resolved, it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

I thank Mr M for taking the time to explain his personal circumstances and everything that has happened since the incident in November 2024. I understand it was a difficult time for Mr M, and he has continued to feel the impact and inconvenience of making a claim long after. Mr M has explained that he'd previously made a claim through his insurance policy and Saga dealt with everything for him. Mr M feels disappointed that when making a claim in November 2024 Saga referred him to C. Mr M says Saga should've done more to make it clear to him at the renewal in 2024 that it wouldn't be dealing with any claims.

I recognise the inconvenience caused to Mr M because of the number of different parties he has had to deal with as part of his claim. In addition to this I note Mr M also suffered a poor and upsetting experience with the third party driver. I can appreciate Mr M's frustration after being referred to C, when he was strongly of the belief that Saga would look after his claim.

Although I accept Mr M spoke to many different parties to explain the incident circumstances, and discuss his claim, I can only consider and comment on the actions of Saga as part of this final decision. And having considered Saga's role in the claims process, I'm persuaded it has acted fairly and reasonably, and in line with what we'd expect. I realise this will be a disappointment for Mr M, but I'll explain why.

Mr M says Saga ought to have done more at renewal of his policy to explain who will deal with his claim in the event that he needs to make one. We'd expect a business to highlight any particularly onerous or impactful terms to a consumer. This is in line with our approach, and regulations in place to protect consumers when taking out insurance.

With this in mind, I've considered whether Saga did enough to make Mr M aware of the business that would be dealing with his claim in the event of him making a claim. And having reviewed the policy terms and conditions that explained what would happen in the event of a claim, and specifically who would deal with it, I'm satisfied it did.

I recognise Mr M's strength in feeling about his complaint. Mr M says Saga should've done more to explain that C would deal with any claims. Especially as this is a change from what he says happened when he made a claim under a previous policy. But I'm not persuaded Saga needed to do anything more. The business dealing with any claims under Mr M's policy is the insurer of the policy. I wouldn't expect Saga to have done more than it did to bring this to Mr M's attention.

Saga didn't deal with the claim so that's not for me to comment on as part of this final decision. In respect of Mr M's complaint about Saga, and the service it provided in referring Mr M to C, I'm satisfied it acted fairly and reasonably, and in line with what Mr M was told would happen in the policy terms. So, I won't be asking Saga to do anything in settlement of Mr M's complaint.

My final decision

For the reasons given I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 October 2025.

Neeta Karelia
Ombudsman