

The complaint

Mrs T and the estate of Mr T complain Saga Services Limited (Saga) mis-sold them a travel insurance policy.

Mrs T and the estate of Mr T are being represented in this complaint by a family member, Ms J.

What happened

The circumstances of this complaint will be well known to all parties and so I've summarised events.

In March 2023, following discussions with Saga, the late Mr T purchased a single trip travel insurance policy to cover a trip due to take place in September 2023. Unfortunately, due to illness Mr T was unable to travel and so submitted a cancellation claim under his policy. His claim was declined by the insurer because the policy he purchased didn't include cancellation cover. In July 2023 Saga told Mr T it would be refunding his policy premium.

Ms J raised a complaint with Saga as she believed the policy had been mis-sold to Mr T. On 1 December 2023 Saga issued Ms J with a final response to the complaint. It said it didn't believe the policy had been mis-sold to Mr T. Ms J referred the complaint to this Service.

Our Investigator looked into things. He said overall he thought Saga had provided Mr T with enough clear information to allow Mr T to make an informed decision about whether the policy was right for him. So, he didn't uphold the complaint.

Ms J didn't agree with our Investigator. She provided a detailed response but in summary she said:

- Saga failed to take into consideration Mr T's vulnerabilities when selling him his policy.
- The handler failed to make clear the implications of removing cancellation cover from the policy.
- Saga provided misleading information about the policy over the telephone.
- The documentation Mr T was sent was contradictory about whether cancellation cover was included or not.

As Ms J didn't agree with our Investigator, the complaint has been 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 want to acknowledge I've summarised the complaint in less detail than Ms J has presented it in. I've not commented on every point she has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure all parties to this complaint that I've read and considered everything that's been provided.

When Saga sold Mr T a policy, it had a responsibility to ensure it provided him with enough information in a clear, fair and not misleading way to enable him to make a decision about whether the policy was suitable for his needs.

I've listened to the call recording between Mr T and Saga when Saga first provided him with a quote. During this call the handler explains cancellation cover and asks what level of cover Mr T would require. Once Saga provided Mr T with the price, he asked whether there was anything that could be done to make this cheaper. The handler said cancellation cover could be removed, but that Mr T wouldn't be covered if something happened. This reduced the premium due by around £1,000 and it was agreed Saga would email Mr T a copy of the quote.

The quotation information Saga sent included a policy schedule which stated:

'Important – Your cancellation cover

As you selected not to include cancellation cover in your policy please be aware that you will not be covered for any claims in respect of cancellation of your holiday prior to commencing travel. This includes costs already paid for such as flights, pre-booked accommodation and deposits. Please call us if you wish to add cancellation cover to your policy.'

The information Mr T was sent also included an Insurance Product Information Document (IPID) which stated:

'What is not insured?

X You have chosen not to include cancellation cover'

A few days later Mr T called Saga again. During this call Mr T asked about the cover the policy provided. This included asking about cancellation cover in relation to covid. The handler incorrectly told Mr T he would be covered for cancellation due to covid. Later in the call the handler was summarising the cover Mr T's policy provided and incorrectly advised he had cancellation cover. Mr T purchased the policy during this call.

Following this call Mr T was sent his policy documents in the post. Both the policy schedule and IPID confirmed Mr T hadn't selected cancellation cover.

Whilst I acknowledge the second handler Mr T spoke to provided incorrect information about Mr T's policy, overall, I'm satisfied Saga provided Mr T with enough information to make an informed decision about whether the policy he was purchasing was suitable for his needs.

During the first call the handler explained what cancellation cover was, and that they could remove this from the quote in order to reduce the premium due. And then sent documentation which confirmed the quote didn't include cancellation cover.

During the second call Saga provided Mr T with incorrect information, and whilst I think Mr T may have come away from this call believing his policy provided cancellation cover for claims related to covid, I'm not persuaded he purchased the policy believing he had full

cover for cancellation. Particularly given the information he had been previously provided about the policy both over the phone and in writing. And following Mr T purchasing his policy he was sent his policy documents which again confirmed the policy he had purchased didn't include cancellation cover and what this meant.

Ms J has said she thinks Saga failed to take into consideration Mr T's vulnerabilities when it sold him this policy. However, from listening to the calls I don't think there was anything to suggest to the handlers that Mr T hadn't understood the policy or that it needed to alter the way in which it explained things to him.

Ms J has also said the documentation was contradictory, as it suggested there was cancellation cover, for example by listing the cancellation excess despite there not being cancellation cover. Having reviewed the policy schedule and IPID Mr T was sent, I'm satisfied Saga has made it clear that Mr T's policy didn't provide cover for cancellation.

I know this will be disappointing for Ms J as I know how strongly she feels Saga mis-sold Mr T his policy. However, for the reasons I've explained, I think Saga provided Mr T with enough clear information about his policy to enable him to make an informed decision about whether the policy he was purchasing was right for him. Therefore, I don't uphold this complaint.

My final decision

For the reasons I've outlined above, I don't uphold Mrs T and the estate of Mr T's complaint about Saga Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and the estate of Mr T to accept or reject my decision before 2 February 2026.

Andrew Clarke
Ombudsman