

## **The complaint**

Mrs B and Mr W complain about Saga Services Limited's actions when dealing with their travel insurance policy.

## **What happened**

Mrs B and Mr W were insured under an annual travel insurance policy which was bought from Saga. The policy was underwritten by an insurer which I'll call 'A'.

Mr W contacted Saga to let it know about an upcoming medical procedure. Saga said this meant A couldn't continue to offer the original policy but could provide a single trip travel insurance policy instead at an additional cost. Mrs B and Mr W received a partial refund of the premium paid for the original policy.

Unhappy, Mrs B and Mr W complained to Saga. They said the risk of insuring Mr W hadn't increased and Saga had over-ridden the advice of Mr W's surgeon. Saga explained that A was responsible for deciding the terms of cover.

Mrs B and Mr W then brought the matter to the attention of our Service. One of our Investigators explained that Saga wasn't responsible for the decision to cancel the original insurance and only offer cover under a single-trip policy. She said this was A's responsibility.

## **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.

The rules governing the jurisdiction of the Financial Ombudsman Service say we can consider complaints about regulated financial businesses who are carrying on certain regulated activities. Saga and A are entirely separate and independent businesses. Each is regulated in its own right and each is responsible for different regulated financial activities.

Mrs B and Mr W's contract of insurance is with A. It's not with Saga. While the policy was arranged and purchased through Saga, Saga doesn't act on behalf of A and Saga isn't responsible for A's actions. A is not, as Mr W has submitted, a sub-contractor of Saga or vice versa.

The responsibility for deciding what level of risk can be accepted under a particular policy lies with A, as the underwriter of the insurance and the business responsible for performing the contractual obligations with Mrs B and Mr W. If Mrs B and Mr W are unhappy with the decision to cancel their original insurance and only offer cover under a single trip policy then they'd need to complain directly to A in the first instance, before bringing a complaint about A to the attention of our Service.

I've considered the regulated activity which Saga was responsible for here. That was arranging the contract of insurance on behalf of Mrs B and Mr W. I've seen no evidence that Saga made any error or acted unfairly or unreasonably when carrying out this regulated

activity. I don't think Saga misinterpreted any information given to it by A and it's not Saga's role or within its power to seek to influence or somehow over-ride A's underwriting decisions.

I understand Mr W feels strongly that Saga is responsible for what happened here but that simply isn't the case.

**My final decision**

My final decision is that I don't uphold Mrs B and Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr W to accept or reject my decision before 14 May 2026.

Leah Nagle  
**Ombudsman**