

The complaint

Mrs K is unhappy that P J Hayman & Company Limited ('PJH') mis-sold her a travel insurance policy. She's also unhappy with the service provided.

Although Mrs K is being represented in this complaint, for ease, I've referred to arguments made on her behalf as having been made by her.

What happened

A family member of Mrs K ('the family member') contacted PJH – an insurance broker - in early 2022 to enquire about travel insurance for Mrs K. They discussed the country Mrs K was going to travel to, where she lived and dates of travel.

To provide an insurance quote, PJH's representative asked questions about Mrs K's health and medical history. The family member suggested that the representative contact Mrs K directly to ask her these questions, which he proceeded to do.

Subsequently, PJH's representative provided the family member with details of an insurance policy including the premium for different levels of cover.

After the family member discussed the options with another family member, they opted to take out a single trip 'silver' travel insurance policy for Mrs K, costing around £800 ('the policy'). Details of the policy – including the policy terms and conditions, Insurance Product Information Document ('IPID') and schedule of insurance – were sent to the family member's email address for the attention of Mrs K.

Shortly after Mrs K started her trip, she was hospitalised and required medical treatment. The family member contacted the insurer of the policy for assistance and was told that Mrs K wasn't covered under the policy as her intended travel dates exceeded the policy dates.

Once the issue was looked into, it was concluded that the dates of cover was caused by a misunderstanding and the insurer ultimately agreed to provide cover under the policy.

However, Mrs K says this initially caused her and her family a great deal of worry at a very difficult time. She's also pointed out a number of other issues with the policy and says the policy was mis-sold to her.

Our investigator didn't uphold Mrs K's complaint. She disagreed so this complaint was passed to me to look at everything afresh and decide. I issued my provisional decision in June 2023 explaining in more detail why I wasn't intending to uphold this complaint, an extract of which is set out below.

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I acknowledge that I've summarised this complaint in far less detail than Mrs K has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules

that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair and reasonable outcome here.

I'm also aware that Mrs K has referred a complaint to our service about the way in which her claim was handled by the insurer and the assistance received under the policy. That complaint has been set up and investigated against another financial business. And does not form part of the complaint I've considered against PJH – although there is some crossover.

As PJH sold the policy on a non-advised basis, it had a regulatory obligation to ensure that Mrs K was given clear, fair and not misleading information about the main terms of the policy when selling the policy to her.

Was Mrs K eligible for the policy?

Based on the definitions in the terms of the policy, I can understand why Mrs K says that she didn't meet the eligibility requirements of the policy. Given her home address was outside the UK and the way in which UK is defined, it seems she wasn't eligible under the policy. This should've been explained to her at the time, and it wasn't. So, I've considered the impact this has had on Mrs K.

The insurer hasn't taken issue with the country in which she resided, and it wasn't a reason for declining the claim initially. So, I don't think this mattered to the insurer on this occasion and I'm satisfied that Mrs K didn't experience any personal distress and inconvenience because of this issue. It looks like her family only became aware of this issue when they considered the terms of the policy after the error with the dates of cover came to light.

Ultimately, the underwriter of the policy paid the claims made under the policy in excess of £30,000, provided medical assistance and waived the additional premium which should've been paid for the policy at the time. So, even if Mrs K wasn't eligible for the policy, it's responded to the claim, and I don't think Mrs K has lost out.

Mrs K also says her age made her ineligible for the policy. But I disagree. The policy terms say on page 5 that there's no upper age limit for single trip policies so long as travel wasn't to USA, Canada, the Caribbean and Mexico (when there is an age restriction of 79 at the date of purchase). As Mrs K wasn't travelling to any of those areas, I'm satisfied the age restriction didn't apply.

Dates of cover

It's clear that the dates of Mrs K's trip didn't match the period of insurance under the policy. I've considered carefully whether PJH is responsible for this by listening to the call recordings from the time.

When first contacting PJH's representative about travel insurance, the family member said that Mrs K would be away for six weeks. The family member then gives the dates to be 21 February 2022 to 12 March 2022. I accept that's less than six weeks, but I don't think it would be fair and reasonable for me to hold PJH responsible for using the dates expressly given to it by the family member as the basis of searching the market for travel insurance and generating the eventual quote.

The family member says Mrs K was due to return home on a Friday which she says was Easter Friday. PJH says 12 March 2022 is a Saturday and asks if she means 11 March 2022. And the family member agrees. In the circumstances of this case, I don't think it

would've fair and reasonable for PJH's representative to check whether 11 March 2022 was Easter Friday or not. I think the representative was entitled to rely on dates given by the family member and confirmed with them at the time.

There were other calls with the family member and Mrs K directly where PJH expressly confirmed the dates of travel that had been given and neither of them confirmed that they were incorrect. The dates of cover are also set out at the top of the insurance schedule, and no one contacted PJH upon receipt of the schedule of insurance to say the dates of cover were wrong.

So, whilst I can of course understand why it came as a shock to Mrs K and her family that the dates of cover were incorrect when Mrs K became hospitalised whilst away and needed to claim on the policy, I'm satisfied it wouldn't be fair and reasonable to hold PJH responsible for this misunderstanding and subsequent stress and worry this caused.

Was Mrs K given clear, fair and not misleading information about the main terms of the policy?

During the conversations the family member had with PJH's representative, I can see that she was told of some of the main features of the policy including its price, the excess and benefit limits for cancellation cover and emergency medical expenses. After payment was taken and the policy was inceptioned, PJH also sent the policy documents including IPID which was only two pages long and summarised the main features of the policy including other benefit limits, what is and isn't covered and cancellation terms.

The IPID also sets out details of the insurer and the company who is said to have sold the policy (which wasn't PJH), who also administered it. This isn't an unusual setup in travel insurance policies. So, this information was provided at the point of sale and if Mrs K wasn't happy with this arrangement, she could've raised this at the time. Because it wasn't raised, I don't think having more information about the identity of the insurer and the other company who is said to have administered and sold the policy, mattered much to Mrs K at the time or would've put her off taking the policy if she or the family member had been given more information about that during the calls.

I'm also satisfied that PJH's representative was correct when they confirmed they're an insurance broker. Looking at the Financial Services Register, PJH are regulated to arrange non-investment insurance contracts. I think that includes travel insurance. That's consistent with PJH's website which reflects it's a 'travel insurance and schemes intermediary' and it can provide a range of travel insurance products underwritten by different insurers.

The cancellation section of the policy

I don't think having more information about the terms of the cancellation section of the policy would've put Mrs K off buying the policy. Her flights had been booked by the time she'd taken out the policy. However, had she needed to cancel her trip and the reason for cancellation was due to an insured event detailed under the cancellation section of the policy terms and conditions, I've seen nothing which persuades me that it wouldn't have been covered.

Mrs K's vulnerabilities

I don't think PJH's representatives acted unreasonably by contacting Mrs K directly to ask questions about her medical history and health. From listening to the calls, I'm satisfied that two family members were unable to provide the information required to answer the necessary questions and the family member suggested PJH's representative contact Mrs K

directly and gave her contact number.

Having listened to the call with Mrs K (which wasn't particularly long, lasting around 20 minutes), I think the representative acted professionally and patiently. It's clear that Mrs K was recalling lots of medical details over some time but with appropriate time being allowed between questions, she was able to do this. I don't think anything happened or was said during that call which ought to have alerted the representative to think she was particularly vulnerable.

I don't think PJH was under any obligation, regulatory, legal or otherwise to request that a fit to fly certificate had been issued by Mrs K's GP at the point of selling the policy. There was nothing to suggest that she wasn't fit to fly, and a different family member said during one of the calls that he'd seen Mrs K recently and her health was fine.

Other issues

Although, the family member wasn't provided with an invoice by PJH in the format which the family member says is acceptable, I'm satisfied payment of the premium was acknowledged in an email dated February 2022 confirming the policy had been purchased and containing a hyper-link to log into an account to view the policy documents. Further the schedule of insurance sets out a breakdown of the cost of the premium.

I don't think it was unfair for the policy to include hazardous activity cover. The schedule of insurance does reflect 'hazardous activities A' as an 'additional option'. The policy's terms and conditions set out cover for hazardous pursuits starting at page 15. It contains a list ('category A') which includes activities automatically covered under the policy. Activities listed in 'category B' are only covered if a further premium is paid. So, I'm satisfied that there was no option for category A activities to be added or removed from the policy. And that Mrs K didn't pay an optional extra premium for category A activities to be included.

Mrs K has also raised concerns about different financial businesses involved with the sale of the policy. As mentioned above, the IPID reflects that the policy was sold and administered by another business. The Financial Ombudsman Service isn't the regulator, and I can only look at particular individual complaints against stipulated financial businesses about regulated activities – which is what I've done here. If Mrs K has any concerns about the way PJH operates its business in general, she's free to raise those with the regulator - the Financial Conduct Authority.

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I invited both parties to provide any further comments in response to my provisional decision.

PJH had nothing further to add and accepted my provisional findings. Mrs K disagreed and provided comments which mainly related to the linked complaint being determined our Service. However, she raised her wider concerns about the role of our Service, the way it's funded and referred to online reviews. Mrs K also says that she'll approach the Financial Conduct Authority about issues relating to PJH.

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.

As Mrs K has raised no substantive comments relevant to the individual circumstances of this complaint, and PJH has nothing further to add, I'm satisfied there's no reason to depart from my provisional findings.

Because of this, and for reasons set out in my provisional decision (an extract of which is set out above and forms part of, this, my final decision), I don't uphold Mrs K's complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 14 August 2023.

David Curtis-Johnson
Ombudsman