

## **The complaint**

Mr D and Ms M are unhappy with the sale of their travel insurance policy by Post Office Management Services Limited.

## **What happened**

Mr D and Ms M took out an annual travel insurance policy. The policy was purchased online, and no advice was provided to them.

Unfortunately, Mr D and Ms M had to cancel a planned holiday due to serious ill health. So they made a claim on their policy.

They were unhappy with how the claim had been handled so they raised a complaint about the sale of the policy. They said the policy wasn't fit for purpose in terms of the way claims are processed. And, the Post Office should have done more to make sure the insurer would do what was expected in the event of a claim.

The Post Office responded to the complaint thanking them for their feedback and offering to contact the claims team if they were awaiting a response from them.

Mr D and Ms M remained unhappy so they referred their complaint about the sale of the policy to this service. They also raised concerns about the handling of their complaint and the delay in the Post Office responding to it.

Our investigator looked into what had happened. She didn't think the Post Office had acted unfairly when the policy was sold.

Mr D and Ms M disagreed. In summary they said:

- The Post Office haven't done enough to ensure the claims process, when called upon, is suitable.
- The Post Office should be held accountable for ensuring that the underwriter they chose can deliver on the commitments they made when selling the product.
- There are multiple other customers highlighting very similar issues in online reviews.
- They remained unhappy with the way their complaint was handled and the delays

The case has now been passed to me to make a 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.

The relevant rules and industry guidelines say that those selling insurance on a non-advised basis are required to provide customers with clear, fair and not misleading information about the policy they're selling.

Mr D and Ms M have explained the Post Office said the claims process would be hassle free and without delay. They said this didn't happen so the Post Office should be held accountable. But I don't think that's fair.

There is a separate complaint at this service against the insurer of the policy, which is where the handling of the claim will be looked into. I'm unable to comment on how Mr D and Ms M have been treated during the claim as that is the responsibility of the insurer.

My role is to look at the actions of the Post Office here. I must decide if they provided enough information to allow Mr D and Ms M to make an informed choice about whether the insurance was right for them. I would expect the Post Office to do this by drawing their attention to any key or unusual features of the policy, such as highlighting the significant exclusions and other restrictions on cover.

Mr D and Ms M were sent all the policy documents including the policy schedule, Insurance Product Information Document (IPID) and policy wording by both email and post and they were able to view the documents via their online account. The policy document provides details of the insurer/underwriter under the 'about your contract of insurance' section. And the IPID provides a summary of the main things the policy does and doesn't cover as well as highlighting the main restrictions to cover. So I'm satisfied the Post Office met their obligations during the sale.

I appreciate Mr D's and Ms M's frustrations that the claims journey wasn't what the Post Office had told them they would experience. But I don't think this means they were provided with misleading information during the sale. It isn't unusual for the seller of a policy to explain what type of cover the underwriter is offering, in this case a hassle free and fast claims response. As above, if the underwriter doesn't fulfil this promise, then they are the liable party.

Mr D and Ms M have provided a link to a website with reviews from other customers of the Post Office. But I'm only considering if the Post Office have treated Mr D and Ms M fairly in the circumstances of this case. I don't deem reviews from other customers relevant here. But I appreciate that the negative reviews caused them concern during an already difficult time.

I understand Mr D and Ms M didn't receive a satisfactory response to their complaint and they don't think the Post Office's complaints process is fit for purpose. Whilst I'm sorry to see the service and delays they experienced, our investigator has already explained we can't make an award for complaint handling in isolation when we aren't upholding something relating to the activity we can consider. But in any event, I don't think an award is warranted here because Mr D and Ms M were still able to refer the matter to our service, despite not receiving a final response letter. So I don't think they were disadvantaged by the poor complaint handling service. Although I appreciate the efforts they put into complaining, this isn't something I would award compensation for.

I know this isn't the answer Mr D and Ms M were hoping for, but I hope they understand the obligation on the Post Office was to provide the information they needed to make an informed choice about taking out the cover. And, I'm satisfied the Post Office did enough, so I can't conclude the policy was mis-sold. And I don't think it's fair to hold the Post Office accountable for the actions of the insurer in relation to how the claim was handled. That is the responsibility of the insurer and is being addressed in a separate complaint against them.

**My final decision**

For the reasons set out above I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Ms M to accept or reject my decision before 28 July 2023.

Georgina Gill  
**Ombudsman**