

The complaint

Mr B has complained that Post Office Management Services Limited ('Post Office') failed to amend his travel trip dates.

What happened

Mr B has a representative. All references to Mr B include any submissions made on his behalf.

On 5 February 2024, Mr B bought a single trip travel insurance policy through the Post Office to cover a trip to Europe on the following day, 6 February 2024. But Mr B didn't travel and contacted the Post Office on 7 February 2024 to ask if he could amend his policy travel date to another date later in the month as he had rescheduled the date of his trip. He was told that this wasn't possible as the original travel date had already passed.

Mr B complained and the Post Office refunded the premium he had paid as he had provided evidence to show he hadn't travelled on 6 February 2024.

Mr B referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and didn't think the Post Office had acted unfairly.

Mr B disagreed and in summary has made the following comments:

- All his complaint points haven't been investigated.
- The Post Office was aware that Mr B had changed his travel dates and so should have allowed him to amend the policy.
- Had the Post Office amended his travel dates, he would have been able to make a claim as he wasn't able to travel later in the month due to ill health.

And so the case has been passed to me for a final 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.

Having done so, I don't think this complaint should be upheld. I'll explain why. Before I do that I should confirm that my decision relates solely to Mr B's complaint about the Post Office's failure to amend his trip dates. The complaint brought to us was confirmed in our investigator's email dated 14 June 2024 as follows:

"My understanding of this complaint is that (Mr B) is unhappy that he was not able to amend his single trip travel insurance policy."

I have carefully considered everything Mr B has said even if I don't explicitly refer to what he

has said in my decision. This is because I will focus on the crux of the complaint and what I consider to be key to my conclusions.

I have taken into account the relevant rules and industry guidelines and have read all of the detailed submissions provided by Mr B, including the case law and all comments in full.

My role is to consider whether the Post Office has acted fairly taking all the above and his circumstances into account.

The starting point is the policy terms and conditions. They say:

“Cancelling or amending your policy

Please tell us as soon as you are aware that your policy does not meet your needs. You may cancel within 14 days of the receipt of your documentation if you have not started a trip, made a claim, or intend to make a claim and we will give you a full refund.”

Under ‘When cover starts and ends’, the policy says:

“Single Trip

From the time of buying this insurance to the time you leave home to start your trip, cover is only available under Cancelling Your Trip. Once you leave home to start the trip, Cancellation cover ends, and all other sections of the policy, begins.

Cover under all sections of the policy apart from Cancelling Your Trip, ends:

At midnight on the end date shown on your policy certificate even if you have not returned home...”

I have also considered the relevant industry rules, the Insurance Conduct of Business Sourcebook (and specifically ICOBS 7.1.3) which says the right to cancel an insurance contract doesn’t apply to a travel policy of less than one month’s duration. However, a firm may provide additional cancellation rights voluntarily.

Based on the above, it is clear that the Post Office provided cancellation rights voluntarily and cover under the policy ended at midnight on 6 February 2024.

Mr B contacted the Post Office the day after his scheduled trip – which was the day after cover under the policy ended. He didn’t make a claim at that point so there was no claim for the Post Office to deal with. He asked for the trip dates to be amended but was clearly told that this wasn’t possible as the trip date had already passed. I don’t think this was an unreasonable or unfair response. The policy documents are clear that the policy ended on 6 February 2024 so it was no longer a live policy.

The Post Office agreed to refund the premium as Mr B had shown that he hadn’t travelled on the 6 February. However the Post Office had been on risk for a cancellation claim but as a gesture of goodwill, it agreed to refund the premium. I think this was a fair outcome.

Mr B has made numerous arguments and has cited case law. He has suggested that he should have been allowed to amend his trip date on 7 February 2024 and subsequently he would have been able to make a claim for not travelling on the later rescheduled date. I don’t think it is fair or reasonable to hold the Post Office responsible for Mr B’s failure to obtain alternative travel insurance after 7 February 2024. He was clearly told his trip date couldn’t

be amended as the original insured date of the trip had already passed. It was therefore his responsibility to ensure he had adequate travel insurance for his upcoming trip. It isn't clear to me why he didn't source alternative travel insurance (or whether he did but was unable to obtain cover) whilst he was waiting for his complaint to be investigated but whatever the reason, he knew he was uninsured.

Mr B is unhappy that the Post Office didn't respond to his request for the costs he lost as a result of not being able to travel on the later date. As set out above, this didn't form part of the original complaint brought to us. But in any case, I don't think the Post Office did anything wrong when explaining it couldn't change travel dates so there was no cover for Mr B to claim for the later trip in any event.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 September 2024.

Shamaila Hussain
Ombudsman