

The complaint

Mr O complains about Revolut Travel Limited (Revolut) misleading policy terms, under his purchase protection insurance policy.

What happened

Mr O took out a purchase protection policy with Revolut. In June 2023, he contacted Revolut to make a claim as his mobile phone screen became damaged.

Revolut informed Mr O that the policy that he had only covered items that had been purchased using his Revolut account. And as the phone hadn't been bought that way, it wasn't covered under the policy.

Mr O raised a complaint to Revolut, as he felt that the essential policy terms hadn't been highlighted or explained to him.

In its final response, Revolut said that the policy terms were clear and had been included in the policy documents that Mr O had received. It said as the terms were not misleading, there was nothing further it could reasonably do. As Mr O had been given his referral rights, he referred a complaint to our service.

One of our investigators considered the complaint and didn't think it should be upheld. His view was that the policy terms were clear and not misleading. He also said that it mightn't be reasonable to expect a policy holder to read all the policy terms and conditions. But as the essential terms were included in the Insurance Product Information document (IPID), which summarised those terms, he agreed that Revolut had given enough information to Mr O to satisfy himself, that the cover met his needs. So, there was nothing further he could ask Revolut to reasonably do.

Revolut accepted the view, Mr O did not. Mr O raised several points that he wished to be considered. Essentially those points related to the policy terms not being clear enough and misleading, industry practices, fair value, clarity on product features, as well as our services previous decisions. So, he asked for a decision from an ombudsman.

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 won't uphold this complaint. I understand that this is likely to be a disappointment to Mr O, but I hope my findings explain why I think this is fair.

I've considered the comments and evidence from both parties. I have also considered the new additional points that Mr O has raised. And although I might not comment on each and

every point raised, I have taken them into account when determining the final decision, in this complaint.

However, I have focussed my findings on what I think are the key issues in this complaint. And I think the key factors were whether Revolut provided unclear, unfair and misleading information to Mr O.

Mr O held what was Known as a '*Metal Account*'. Both parties agree that the policy that Mr O upgraded to was done so online. And Revolut said that it was purchased on the basis of a non-advised sale.

A non-advised sale means the insurer isn't advising or recommending that the consumer buy the policy. They're simply providing information to the consumer and the onus is on the consumer for them to decide if the policy is suitable to meet their needs.

The duty on the insurer is to make sure the consumer is given enough information that is clear, fair, and not misleading so that they can make an informed choice, about whether the policy is right for them.

But it's important that the insurer tells the consumer about any unusual parts of the policy that the consumer mightn't expect to be there. Or any onerous part of the policy where the consumer has had to do something additional to ensure cover is provided. Or any clauses that restrict cover.

So, I've had a look at the policy terms to see if the term, that relates to what was covered under the policy, was clear, fair, or misleading. Held any onerous terms. Or if there were any clauses that restricted cover.

I can see that the policy terms and conditions are 20 pages long. And the start of the information regarding the purchase protection begins on page six. It states:

'Purchase protection, information required: proof that you purchased the item on your account.'

On page seven of the same document, it states:

'All benefits are dependent on the item or ticket being claimed for having been purchased on the account.'

The policy further goes on to say:

'Purchase protection. This benefit applies to eligible items purchased or delivered (if the latter is after the date of purchase) in full on the account for personal use that are brand new, have had no previous owner and were not purchased privately.'

I think that each term makes it clear that only items purchased on the account will be covered under the purchase protection. Having read the terms, I don't think that they are unclear, unfair, or misleading.

Further the IPID which is a two-page document also highlighted the term on three separate occasions. So, even if Mr O hadn't been able to read the full terms and conditions, I think that Revolut clearly emphasised in this document that all purchases made on the account are covered by purchase protection.

Consequently, I'm satisfied that the policy was clear, fair, and not misleading, and explains what is covered. I don't think Mr O has provided enough evidence to show that the policy was misleading or held any onerous terms. Moreover, I also think that Revolut provided Mr O with enough information for him to make an informed choice, as to whether the policy was suitable for his needs.

I've next considered whether there were any clauses that restricted cover and whether those were highlighted by Revolut. I do think that the purchase protection by its very nature, restricted cover as it only provided cover to items that were purchased with the account. But Revolut I think highlighted the terms not only in the policy terms and conditions document, but also, several times within the IPID. Accordingly, I'm satisfied that Revolut clearly highlighted the policy's limitations.

I acknowledge Mr O's strength of feeling about this complaint and the reason why he referred it to our service. But, in the overall circumstances of this complaint, I haven't seen enough evidence to show that the policy was unfair, unclear, and misleading. So, I can't reasonably ask Revolut to do anything further here.

My final decision

For the reasons given, I don't uphold Mr O's complaint.

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

Ayisha Savage
Ombudsman