

The complaint

Mrs G complains that TICORP Limited (TICORP) mis-sold her travel insurance policy to her.

Any reference to TICORP includes all its agents.

What happened

Mrs G took out a single trip basic travel insurance policy with TICORP on 12 April 2022. Her trip was booked, and she was due to depart on 30 January 2023 and return on 1 March 2023.

Mrs G had to cancel her trip due to illness. So, she submitted a claim with the policy insurer. The insurer settled the claim to the policy maximum benefit of £500 for cancellation of the trip.

Unhappy with the amount settled on her claim by the insurer, Mrs G made a complaint to TICORP for being mis-sold the policy. Mrs G says TICORP should have made her aware of the £500 cancellation limit on her policy when she took it out.

Our investigator looked into it and concluded that, on balance, TICORP made Mrs G reasonably aware of the £500 cancellation cover on the policy. She didn't think TICORP mis-sold the travel policy to Mrs G.

Mrs G disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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 insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS').

Our general approach to cases about being mis-sold a policy is dependent on whether the sale of the policy was advised or non-advised.

In Mrs G's case, the policy she took out was non-advised. She took out the policy online and completed her own questions on the website. So TICORP didn't provide advice. As Mrs G didn't receive advice, TICORP is required to provide Mrs G with enough information to decide if the policy is right for her needs and to draw her attention to any significant limitations and exclusions on the policy.

My starting point therefore is to see what documents were provided to Mrs G and whether any significant limitations or exclusions were drawn to her attention.

The process of taking out a travel policy online with TICORP involved going through various screens. I can see that in this case Mrs G would have been given an option of taking out

basic cover (£500 cancellation cover) and given the option of increasing this basic cover to £1,000 or £3,000. These options would have been available to Mrs G when she was taking out her cover and she chose the basic cover.

Once she'd confirmed the cover she required, Mrs G would have received the policy documentation for the policy she'd taken out. I can see she contacted TICORP asking it to send the policy documents as she hadn't received them. TICORP sent these to her by email and post, so I'm satisfied she received these by email and also by post. Mrs G received the policy validation certificate, the Insurance Product Information Document (IPID) and the policy booklet which included the full policy terms and conditions.

I've had a look through these documents. They all draw attention to the £500 cancellation limit. The policy booklet on page 3 'Essential Information' also asks the policyholder to ensure the policy meets their requirements and that it contains different policy levels – some of which are optional and only apply where they've been selected and paid the additional premium. And on page 6-7, The 'Table of Benefits' says the basic cancellation cover is £500 and the optional additional cover is available subject to an additional premium being paid.

Based on the above information, I'm satisfied that Mrs G received the policy documents and that attention was drawn to the £500 cancellation cover she had opted to take on her travel policy. Additionally, I can see Mrs G took the policy out on 12 April 2022 and her trip was booked for 30 January 2023. She therefore would have had time to consider whether the policy she took out suited her needs and to check her policy documents.

I acknowledge Mrs G says she made a telephone call to TICORP on 12 April 2022. She says she made the call as the payment for the policy premium wasn't going through online. She believes the advisor should have guided her better as he added on extra cover for fire and flood. The advisor would have seen her application and should have advised whether what she was buying would have provided adequate cover for her.

I appreciate and have sympathy for Mrs G's situation. I do understand that she may no longer be able to afford to visit her family. But that's not enough for me to say that TICORP mis-sold the travel policy to her. Neither Mrs G nor TICORP have provided evidence of the call. While I don't doubt what Mrs G has told us, unfortunately, there is no evidence of the call. My role is to decide on the evidence that's available and based on what I have been provided, I can't reasonably say that TICORP has done anything wrong. Mrs G took out the policy online and received the relevant policy documents to read and understand. There's no dispute that she didn't receive these. And I'm satisfied that the documents pointed to the £500 cancellation cover she opted for sufficiently so that she could check whether that was what she required. Mrs G also had time from taking out the policy to the date of her actual trip should she have needed to amend the cover.

Overall, taking everything into account, I'm not persuaded that TICORP mis-sold Mrs G her travel insurance policy. It follows that I don't require TICORP to do anything further.

My final decision

For the reasons given above, I don't uphold Mrs G's complaint about TICORP Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 24 August 2023.

Nimisha Radia
Ombudsman