

The complaint

Ms R complains that TICORP Ltd mis-sold her an 'Avanti' single trip travel insurance policy.

Avanti is a trading name of TICORP, so I've referred to Avanti throughout.

What happened

In June 2023, Ms R took out a single trip travel insurance policy online, through Avanti. The insurance contract was underwritten by an insurer I'll call G. The policy was intended to provide cover for a trip Ms R had booked to one of the Canary Islands. She was due to travel in September 2023.

Unfortunately, Ms R became unwell and wasn't well enough to travel. So she made a cancellation claim on the policy to G, the policy underwriter. But G turned down Ms R's claim. That's because it said that Ms R taken out a policy which covered travel to Spain. But it said cover for Spain didn't include cover for the Canary Islands.

Ms R had concerns about the way Avanti had sold her the policy. She said she believed she'd entered the specific Canary Island she was travelling to during the online sales process. And Avanti hadn't been able to provide her with a printed copy of the answers she'd given when she applied for the policy. So she asked us to look into her complaint.

Our investigator didn't think Ms R's complaint should be upheld. She considered the complaint as if Avanti had been the policy underwriter and she ultimately concluded that it hadn't unfairly turned down Ms R's claim.

I issued a provisional decision on 15 December 2024, which explained the reasons why I didn't think Avanti had mis-sold the policy to Ms R. I said:

'It's important I make Avanti's role clear. Avanti is an insurance intermediary – it's authorised and regulated by the industry regulator to sell insurance policies. But it isn't authorised to handle, assess or pay claims. Nor it is responsible for the way the policy documents are drafted. Ms R's claim was considered by G – the policy underwriter and drafter of the contract terms. Avanti's role in this case was limited to selling Ms R the insurance contract and sending her the post-sale documentation. Within this decision, I can only consider whether I think Avanti sold Ms R's policy fairly. If Ms R would like to make a complaint about G's decision to turn down her claim, or about the way its policy terms are drafted, she'll need to complain directly to G about those issues. I'm sorry that this wasn't made clear to Ms R much earlier in our process.'

The available evidence indicates that Ms R took out the insurance policy online. This was the sale of a new single trip policy. It wasn't a renewal of any previous policies Ms R might have taken out through Avanti previously. I've seen nothing to suggest that Avanti provided Ms R with any assistance during the online sale, or that it carried out a detailed assessment of her demands and needs. So I don't think it advised her to take out the policy. That means it didn't need to make sure it was suitable for her. But it did need to give Ms R enough clear, fair and not misleading information about the policy so that she could decide if it was right for

her.

As Ms R took out the insurance policy online, I've carefully considered the online sales process I think she likely followed. Avanti has provided both Ms R and our service with a screenshot showing what she was asked about her destination and the information she would have seen. I've also followed the online sales process independently. And it appears that the relevant part of the process remains unchanged. On balance, I think it's more likely that not that Avanti has provided us with a copy of the online information Ms R would have seen at the point she applied for the policy.

The screenshot shows that Ms R was asked where she was travelling from. Immediately underneath, Ms R was asked: 'Travelling to'. She was then required to manually type in her destination. If Ms R entered Spain as her destination, Spain was shown as follows: 'Spain (Excluding Balearic Islands, Canary Islands)'. If Ms R had entered the name of the specific Canary Island she was travelling to, then the name of the island would have been shown, with (The Canary Islands) immediately shown adjacent.

In my view, Avanti's online sales process made it sufficiently clear that if a potential policyholder selected Spain as their destination, then the Canary Islands would be excluded from cover. So I think Avanti did enough to bring this important information to Ms R's attention, at the point this particular policy was sold, in a clear, fair and not misleading way.

I can see from Ms R's validation certificate (which was issued once the sale had completed) that her destination was listed as Spain (Excluding Balearic Islands, Canary Islands). As such then, it seems more likely than not that Ms R did enter Spain as her destination, even if she now doesn't recall doing so.

Following the policy sale, Avanti sent Ms R online copies of her contract documentation, including the policy validation certificate. It's also provided us with evidence to show that Ms R accessed Avanti's online portal - which held her policy documentation - in June 2023. On that basis, it seems Ms R received the relevant documents and had an opportunity to check her cover. So I think Avanti has shown that it met its obligation to provide Ms R with enough clear information about the policy to allow her to decide if it was right for her. If Ms R had been unhappy with the cover she'd taken out, it was open to her to cancel the policy during the applicable cooling-off period.

It's unfortunate that Avanti isn't able to provide us with a printed copy of the answers Ms R gave during the online sales process. Generally though, I don't think this is unusual. And nor do I think it's compelling evidence that Avanti has done something wrong.

Overall, I sympathise with Ms R's position, because I appreciate she's lost a lot of money and she's been unwell. But I don't currently think that Avanti mis-sold this policy to Ms R. So it follows that I'm not planning to tell it to take any action.'

I asked both parties to provide any further evidence or comments they wanted me to consider.

Avanti didn't respond by the deadline I gave.

Ms R disagreed with my provisional findings and I've summarised her responses to my provisional decision:

- As an insurance intermediary, Avanti has a responsibility to provide clear, fair and not misleading information;

- The evidence provided doesn't prove that Avanti conclusively met this obligation,. The screenshot of the sales process doesn't show what was communicated or understood by Ms R. Given she'd believed she'd entered the specific Canary Island she was travelling to, this suggests that the information presented wasn't as clear as Avanti claims;
- Nor does the evidence definitely prove that Ms R hadn't chosen the Canary Islands when she took out the cover. Ms R made a data subject access request and the information Avanti provided in response doesn't show the answers she gave at the point of sale;
- Under UK law, it's Avanti's responsibility to show, beyond reasonable doubt, that Ms R didn't select the Canary Islands and it hasn't done so;
- The Consumer Rights Act states that any ambiguity in a contract should be resolved in favour of the consumer. If there's doubt about whether or not Ms R selected the Canary Islands, this ambiguity should be interpreted in her favour.

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, whilst I'm very sorry to disappoint Ms R, I still don't think Avanti mis-sold this policy to her and I'll explain why.

As I explained in my provisional decision, I don't think there's evidence to suggest Avanti advised Ms R to take out this online policy. So it didn't need to check it was suitable for her. But I agree that it needed to give Ms R enough clear, fair and not misleading information about the policy to allow her to decide if it was right for her.

It's clear Ms R feels strongly that Avanti didn't meet this obligation. She believes that as it hasn't been able to provide evidence of the answers she input during the online sales process, it hasn't proved, beyond reasonable doubt, that she didn't select cover for the Canary Islands. It's important I make clear the relevant standard of proof in cases such as Ms R's. Avanti isn't required to provide evidence which supports its position beyond reasonable doubt. Instead, we consider the civil test of what's most likely to have happened on the balance of probabilities. So I've considered the available evidence to decide, on balance, what I think is most likely to have happened.

I set out in my provisional decision why I thought the online sales process made it sufficiently clear that if a potential policyholder selected Spain as their destination, this excluded the Canary Islands. I don't think this information was in any way unclear or ambiguous. I'm also still persuaded that this was the sales process Ms R likely followed. As such then, I still find, on balance, that Avanti gave Ms R clear, fair and not misleading information during the online sale.

As I've explained, I'm satisfied Avanti has provided enough evidence to show it met its obligation to send Ms R policy documentation following the online sale which included the validation certificate. This certificate clearly stated that Ms R's chosen destination was Spain, excluding the Balearic and Canary Islands. I still think this is persuasive evidence that it's more likely than not that Ms R selected Spain as her destination during the online sale and that the policy documentation was printed and issued based on the answers she gave. I also think it was open to Ms R to contact Avanti to correct her destination if she felt it had made a mistake when it arranged her cover or to cancel her policy within the cooling-off period.

It is unfortunate that Avanti doesn't have a copy of Ms R's printed answers showing exactly what information she entered. I appreciate that it would be very helpful if this evidence was available. But as I've explained, I don't think this is unusual or that it's compelling evidence that Avanti has made any errors.

Based on the totality of the available evidence, I still think, on balance, that it's most likely that Avanti gave Ms R clear fair and not misleading information during the policy sale. And that it set-up the policy in line with the answers she gave. Therefore, whilst I sympathise with Ms R's position, I don't find that Avanti mis-sold this policy to her and I'm not directing it to take any action.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 13 February 2024.

Lisa Barham
Ombudsman