

The complaint

Mr and Mrs S complain about the way that TICORP Ltd administered their single trip travel insurance policy.

Avanti is a trading name as TICORP. So I've referred to Avanti throughout.

What happened

The circumstances of this complaint are well-known to both parties. So I've set out a brief summary of what I think are the key events.

Mr and Mrs S booked a holiday abroad in December 2020. They were due to travel in September 2021. On 12 May 2021, they took out a single trip travel insurance policy online through Avanti.

Unfortunately, a few weeks later, Mr and Mrs S' close relative was diagnosed with lung cancer and given a terminal prognosis. As the balance of the trip was nearly due, in June 2021, Mr and Mrs S let Avanti know about their relative's diagnosis. They asked whether they'd be able to make a claim. Avanti told Mr and Mrs S that they might be able to make a cancellation claim, but that claims would need to be assessed by the insurer's claims team. Mr and Mrs S opted not to cancel their trip at that point.

Due to ongoing restrictions due to Covid-19, in August 2021, Mr and Mrs S decided to reschedule their trip for March 2022. They contacted Avanti to amend their trip dates on the policy. At this point, they asked Avanti to post a copy of the policy terms and conditions to them.

Mr and Mrs S flew abroad as planned. However, sadly, three days into their holiday, their close relative passed away. So Mr and Mrs S cut short their trip, returned to the UK and made a claim on their travel insurance policy for the costs associated with the curtailment of the trip. The insurer turned down Mr and Mrs S' claim.

Mr and Mrs S were unhappy with the way Avanti had sold and administered their policy. They said that Avanti hadn't helped them when they were considering whether to make a claim on the policy. And they said that it hadn't posted their policy documents, despite asking Avanti to send them by post. They said this meant they hadn't been aware of the terms the insurer had relied on to turn down their claim. So they asked us to look into their complaint.

Our investigator didn't think Mr and Mrs S' complaint should be upheld. She noted that on the day Mr and Mrs S had asked for the policy documents to be posted, Avanti had made a note on the system to request that this was done. So even if Mr and Mrs S hadn't received the postal documents, she thought it was most likely that Avanti had sent them.

I issued a provisional decision on 3 October 2023, which explained the reasons why I didn't plan to uphold Mr and Mrs S' complaint. I said:

'First, I'd like to offer Mr and Mrs S my sincere condolences for their sad loss. I'd also like to

reassure them that while I've summarised the background to their complaint and their submissions to us, I've carefully considered all they've said and sent us. Within this decision though, I haven't commented on each point they've raised and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

I must make clear the parameters of this decision. This complaint is about the actions of Avanti, as the seller of Mr and Mrs S' policy. I will be considering whether I think Avanti sold and administered the policy fairly. Avanti wasn't responsible for the way the policy was drafted or for the claim assessment and decision to decline the claim. That was down to the policy underwriter. I've considered a complaint about the underwriter separately.

Avanti says that Mr and Mrs S took out the policy online. This means I don't think it's likely that Avanti gave Mr and Mrs S any advice as to whether or not to take out the policy, so I don't think it needed to check whether the policy was suitable for them. But Avanti did need to give Mr and Mrs S enough clear, fair and not misleading information about the policy so that they could decide if it was right for them.

By Mr and Mrs S' account, it seems they took out the Avanti policy because they needed a higher level of cover than their existing policy provided. So it seems Avanti made the relevant limits clear. And I can see that Mr and Mrs S declared Mr S' medical conditions during the sale, so it seems most likely that Avanti highlighted the need for a policyholder to declare their own medical conditions.

Avanti has provided evidence which shows that when they took out the policy, Mr and Mrs S asked for their policy documents to be emailed to them. It's told us that Mr and Mrs S downloaded the documents on 17 June 2021. Avanti's notes suggest Mr and Mrs S called it on that day to query their cover. I think then that it's more likely than not that Avanti met its responsibility to ensure Mr and Mrs S were provided a copy of the policy documentation and that Mr and Mrs S had been able to access it.

It's clear that Mr and Mrs S told Avanti about their relative's prognosis and that they were considering next steps and whether or not to cancel their holiday ahead of paying the balance. I appreciate they feel that Avanti wasn't helpful and that it didn't do everything it could have done to assist them. I've thought about this carefully.

As Avanti isn't the policy underwriter, it isn't regulated or authorised to decide or assess claims. I think it was appropriate for Avanti to direct Mr and Mrs S to speak with the insurer to discuss their situation and cover. I also don't think it was unreasonable for Avanti to explain that claims were assessed on their own facts and terms.

With that said, I've listened to a call between Mrs S and Avanti which took place on 27 August 2021. During that call, Mrs S requested to amend the policy dates, but she also referred to her relative's diagnosis and asked about the impact on her cover. While at the end of the call, the call handler did refer to the general policy exclusions, I do think Mrs S was likely left with an impression that as her relative wasn't insured, their condition wouldn't affect the cover. Technically, this wasn't wrong, as Mr and Mrs S' own, individual cover terms weren't affected. But it might have been helpful if the call handler had suggested that Mrs S speak to the insurer to check whether there might be any impact on their ability to claim for anything related to their relative's condition.

So I've gone on to think if this caused Mr and Mrs S to lose out. And I don't think I can fairly say it did. Even if Mr and Mrs S had been directed to the insurer and told they wouldn't be covered for claims related to their relative's condition, most, if not all, travel insurance policies exclude the pre-existing conditions of relatives. That means I don't think Mr and Mrs S would've been able to find an alternative policy that would have covered the eventual

situation they found themselves in in any event. And I'm mindful that Mr and Mrs S told us that they didn't think their relative's illness would lead to a claim – as they'd believed their relative had a prognosis of around a year. I think it's most likely then that they would have opted to keep their existing policy in place.

Mr and Mrs S feel strongly that Avanti failed to send them the policy documents by post, despite their request. They've told us that they found it difficult to read the online documents. I acknowledge that Mrs S did clearly ask Avanti to send the documents out by post when the dates were changed on 27 August 2021. Unfortunately, Avanti can't provide us with an actual copy of the letter or a full record of the documents being posted. But, it has been able to provide us with an electronic note, dated 27 August 2021, the same day the postal request was made. This says: 'RESEND POSTAGE – All policy documents (Standard postage).' In my view, this is persuasive evidence that the request was noted and most likely actioned. And, on the balance of probabilities, I think it's more likely than not that Avanti did send the policy documents by post – even if they weren't received. I'd add too, that as I've set out above, it's appears most likely that Mr and Mrs S had already received their documents online.

Overall, in the round, I think Avanti did meet its policy obligations when it sold and administered Mr and Mrs S' policy. And I don't find it acted unreasonably when it didn't confirm whether or not a claim would be covered, as it wasn't responsible for doing so or authorised to do. As such, whilst I sympathise with Mr and Mrs S' position, I currently think Avanti treated them fairly.'

I asked both parties to send me any additional evidence or comments they wanted me to consider.

Avanti didn't respond by the deadline I gave.

Mr and Mrs S said they were extremely disappointed by my provisional findings. They said they had no new evidence and would await the final decision. They told us they knew and expected that the big corporations would win against them, as their wordy policies set out to deceive and confuse. They felt it would be nice if insurance companies simplified their policies.

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, as neither party has provided any new substantive evidence or comments, I see no reason to change my provisional findings.

I would like to reassure Mr and Mrs S that I have considered their complaint independently and impartially. I do appreciate how disappointed they are with my decision, but I hope I have clearly explained the reasons why I don't think Avanti treated them unfairly. I would add too that as an insurance broker, Avanti isn't responsible for the way an insurance policy is drafted or the terms of the insurance contract. That's the responsibility of the underwriter. Avanti's role was to sell the policy in line with the regulator's rules and I've explained above why I think it met its regulatory obligations.

Overall, my final decision is the same as my provisional decision and for the same reasons.

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 Mr S and Mrs S to accept or reject my decision before 30 November 2023.

Lisa Barham
Ombudsman