

The complaint

Mrs C and Mr M have complained that TICORP Ltd mis-sold a policy to them.

What happened

Mrs C and Mr M bought a travel insurance policy online through TICORP Ltd. The sale was non-advised and completed without any assistance from TICORP.

Unfortunately, Mrs C and Mr M had to make a claim following cancellation of their holiday. But the insurer only paid £1,000 (£500 each) for the cancellation, in line with the policy limits.

Mrs C and Mr M complained to TICORP and said the policy had been mis sold as the cancellation limit wasn't sufficient. And they had lost over £4,000. Unhappy with TICORP Ltd's response, Mrs C and Mr M referred their complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think the policy had been mis-sold as the policy limits were set out clearly on the web pages but also in the policy documentation which was issued after the sale.

Mrs C and Mr M disagreed and said the limit should have been increased and the standard £500 per person was automatically selected on screen - they weren't asked to select a limit. And the insurer has automatically introduced a cancellation limit of £3000 on the renewal notice.

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.

The background to this complaint is well known to both parties and has been set out in some detail in the investigator's view, so I won't repeat everything here. Instead, I will focus on what I consider to be key to my decision.

- The relevant rules say a seller must provide clear, fair and not misleading information in a non-advised sale.
- The policy documentation which was issued after the sale clearly confirms the cancellation limit of £500 per person and screenshots from the website show a clear dropdown selection for cancellation limits.
- I note Mrs C and Mr M booked a holiday for more than £5,000. And so they would have needed a higher cancellation limit. But TICORP did not provide any advice to

Mrs C and Mr M and had no input into the sales journey. TICORP could not have known how much Mrs C and Mr M had paid for their holiday or the cancellation limit they would need.

- I am sorry to disappoint Mrs C and Mr M but the responsibility to check policy limits lies with them. They say they weren't prompted to enter a cancellation limit and at renewal, their limit was increased to £3000.
- Even if the cancellation limit of £500 was automatically selected at the point of sale, I am satisfied that the policy documents confirm the limit, and this should have been checked by Mrs C and Mr M. I also don't think this proves that the policy was mis-sold as TICORP did not provide advice. Mrs C and Mr M had the option of changing the cancellation limit on screen from the drop-down options.
- In relation to the renewal, I can't comment on why this is at £3,000 and it doesn't form part of the mis-sale complaint. But this is something Mrs C and Mr M should check to ensure they are happy with the limits for cancellation. I am satisfied that the information provided by TICORP Ltd during the non-advised sale was clear, fair and not misleading. So I don't agree that the policy was mis-sold.

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 Mrs C and Mr M to accept or reject my decision before 27 February 2024.

Shamaila Hussain
Ombudsman