

The complaint

Mr A complains that Online Travel Insurance Services Ltd (“OTIS”) mis-sold him a breakdown cover policy.

What happened

In mid-2023, Mr A took out European breakdown cover through OTIS, who is a broker.

Mr A later complained that the policy OTIS had set up was different to the one he’d requested online. He said he’d selected a single trip policy to cover him for the duration of his European holiday, which was around a month. However, OTIS had set up an annual policy with a different level of cover.

OTIS said Mr A had saved a quote on its website for a single trip Gold policy in April 2023. Almost a month later, he’d revisited the website and searched for annual options. He’d then left a message in the chat in relation to the proposed start date for an annual policy. After OTIS responded, Mr A proceeded to book the annual policy. It said that in order to generate a quote on its website, Mr A would have had to choose either a single trip or an annual policy. OTIS said it provided policy documents both before and after the purchase and there was also a cooling off period in which Mr A could have enquired about the policy or cancelled it with a full refund.

Mr A remained unhappy and asked the Financial Ombudsman Service to consider the matter.

Our investigator didn’t think Mr A’s complaint should be upheld. He was satisfied that Mr A had chosen an annual policy and he’d been given appropriate information so he could make an informed decision.

Mr A disagreed with our investigator’s outcome. He disagreed that he’d chosen an annual policy and felt our investigator had failed to recognise that the OTIS system must have errors or occasional glitches. He said the policy should have been a single Gold policy. He didn’t want or need a policy that was mainly UK as he already had UK breakdown cover. He said when he’d realised the cover said annual, he thought he had a really good deal on a Gold policy not that he was suffering an OTIS computer malfunction. He also commented that the website he bought the policy from had a different company’s name, so when OTIS wrote to him, he thought the emails were spam.

As Mr A disagrees with our investigator’s outcome, his complaint has been passed to me to decide.

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’ve decided not to uphold Mr A’s complaint. I’ll explain why.

I've considered everything Mr A has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr A I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

OTIS sold the policy to Mr A on a non-advised basis which means it didn't need to consider whether it was suitable for him. However, it still needed to provide information, which was clear, fair and not misleading so Mr A could make an informed choice about whether the policy was right for him.

Mr A says that when he purchased the policy online, he selected a Gold single trip policy. OTIS says that although Mr A saved a quote for the single trip policy in April 2023, the policy he went on to buy in May 2023 was an annual policy.

Mr A has provided a copy of an email he sent to his wife in April 2023 about the need to sort out cover for their trip. He gave prices for single trip policies (Silver and Gold) as well as a price for a "*multi-trip annual Europe*" policy and a "*Annual UK and Europe*" policy. Mr A's email includes links to OTI's website.

OTIS has provided a screenshot of chat messages Mr A left on its website almost a month later – in May 2023.

Mr A said: "*My holiday starts 7th June. If I start the annual policy the day before will 7 days before breakdown be covered or should I start it 1st June.*"

After OTIS responded to his message, Mr A went on to purchase the policy the following day. I can see that Mr A was sent a confirmation email with a policy schedule that showed the cover was annual (from May 2023 to May 2024). There was also a link to view the policy documents.

Mr A has suggested there was some sort of computer glitch that resulted in him being given the annual policy instead of the Gold single trip policy he'd intended to buy. However, I don't think that's likely to have been the case. Mr A referred to the "*annual policy*" in his message to OTIS the day before he purchased it. While he might initially have intended to buy a single trip policy after getting the quotes in April 2023, I think this suggests he was thinking of buying an annual policy. So, I think it's more likely that Mr A selected to buy the annual policy rather than there being a computer error.

Mr A has commented that he'd thought emails from OTIS were spam because he didn't recognise the name and they went into his spam folder. The links Mr A sent to his wife in April were to the eurobreakdown website. This is also the branding on the policy documents. Eurobreakdown is one of OTIS's trading names.

Given the above, I can understand why Mr A might have thought the email confirming his cover (from an OTIS email address) was spam. However, Mr A says he saw the confirmation email a few days after purchasing the policy. So, I'm satisfied he had the opportunity to review the information it contained.

Mr A says he noticed at that time that the covering email didn't say "*Gold*" and the cover was for 12 months and he thought that was a plus. He says he didn't click to view the policy documents because he'd already seen them.

The policy had a 14-day cooling off period. So, Mr A would have had the opportunity to cancel the policy for a full refund if he had reviewed the documents and seen that he hadn't purchased the policy he'd intended to buy. Unfortunately, he didn't seem to have realised this until after he made a claim.

I appreciate my answer will be disappointing for Mr A. But I'm not persuaded, from what I've seen, that OTIS made an error when it set up the policy. I'm also satisfied that Mr A was provided with clear information about the policy's terms and conditions. So, I haven't found reason to uphold his complaint.

My final decision

For the reasons I've explained, I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 7 February 2025.

Anne Muscroft
Ombudsman