

The complaint

Mr A complains about the sale of a business protection policy he took out with Enro Limited, trading as Superscript ('Enro').

Mr A says the policy was mis-sold.

What happened

In June 2024 Mr A took out a business protection policy for his business online. The broker who sold the policy was Enro.

Mr A says that it was not made clear to him that the policy wouldn't cover him if his business products contained lithium-ion batteries or products containing them. Mr A says that this exclusion severely affected his ability to operate and caused him significant financial hardship. In particular, he says he had to secure third party insurance to cover these sorts of products whilst in transit once he discovered the exclusion, and that this placed additional strain on his finances. He's also unhappy that he paid for a policy that provided him with insufficient coverage and says that the insurance did not meet his needs.

Enro on the other hand say they reviewed the sales journey Mr A took and noted that he would have seen and agreed to the specific exclusion he was unhappy with when he took out the insurance.

Our investigator considered Mr A's complaint and didn't uphold it. Mr A doesn't agree so the matter has been passed to me to determine.

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 uphold Mr A's complaint. Before I explain why, I wish to acknowledge the volume of submissions Mr A has made in his complaint. Whilst I have read and considered everything he's said, I won't be addressing each and every point. That's not intended to be disrespectful, rather it represents the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of his complaint- namely whether Enro mis-sold this policy to Mr A.

The policy was sold to Mr A online on a non-advised basis. That means that Enro needed to give Mr A enough information to decide whether he wanted to take out the insurance so that he could determine whether it was suitable for his demands and needs.

Mr A has provided multiple screenshots and a video of the sales journey he thinks he would have taken when he took out this policy. On the other hand, Enro have provided a real time video recording of Mr A's sales journey at the time he took out the policy. Mr A has disputed the authenticity of the recording Enro have provided as he says this isn't consistent with the sales process he has run since taking out the policy. He's also asked for independent

verification of the authenticity of the video provided by Enro.

As I explained above, we're an informal dispute resolution service so we wouldn't seek independent evidence to verify whether the evidence supplied by a business is authentic if we have no reason to doubt that it is. In this case, I've seen nothing to support that the video recording is not an authentic capture of Mr A taking out the policy in real time. It shows the date and the time the policy was taken out and lasts about 15 minutes from start to finish. Not only does it show Mr A's details being input but the way the sales process unfolds is consistent with the way in which a customer is likely to take out a product. For example, there are pauses where screens are being scrolled to be read back and forth, and information is input then overwritten. So, by all accounts the video looks to me to be authentic and there is nothing that suggests it is not a contemporaneous account of the sale itself.

Conversely the evidence Mr A has provided is not contemporaneous. He's replicated what he thinks represents the sales journey after he took out the policy. I can't comment on why that journey might be different to the sale of his specific policy, but I also can't give it equal weight as the video supplied by Enro because it's not an accurate account of the sale in the same way the sale itself is.

Turning now to the video evidence supplied by Enro, it's clear to me that Mr A was presented with a screen in which he was asked "Please confirm whether you agree or disagree with these statements". Under the title "*Public and products liability*" one of those statements was "*You don't sell any:... Lithium-ion batteries (or products containing them)*". Mr A clicked the "*I agree*" button to this. There was also a "*I disagree*" button. Whilst I can't tell what would have happened had he clicked the latter, I imagine it's likely either the insurance would not have been sold to him or he would have been provided with warnings about cover not being available for lithium-ion batteries or products containing them. So, I think Enro's sales process did give Mr A the opportunity to understand that cover wouldn't have been available for lithium-ion batteries or products containing them specifically.

Mr A contends that the policy terms weren't sent to him until after he took out the policy and therefore that the exclusion was not made sufficiently clear. I don't agree. I can see from the sales process that Mr A was presented with the policy terms under the title "*Terms of business*" before he chose to take out the insurance. Underneath that he ticked a box which said "*By ticking this box, you confirm you have read and understood all your policy documents*". I can see that Mr A didn't in fact click on and open the "*Terms of business*" document above the box when it was presented to him. Rather he chose to tick the box and not to read the terms. That isn't something I can say Enro are responsible for. The terms were presented to him and he was asked to confirm he read and understood them. As such I can't say that Enro didn't provide him with enough information by way of the policy terms or the exclusion that is the subject of this complaint when he took out the insurance.

For the reasons set out above, I can't agree that the information Enro gave Mr A was deficient in any way. I can see that the policy exclusion was drawn to his attention when he was asked to declare that he didn't sell lithium-ion batteries or products containing them and the policy terms were presented to him to consider before taking out the insurance which explained the exclusion further. Mr A ticked a box to confirm he had read and understood all of his policy documents, even though I can see he didn't in fact open those terms. In those circumstances I can't say Enro did anything wrong. It was up to Mr A to consider whether the policy was suitable for his demands and needs and he was given enough information to do so. The fact that he didn't isn't something I think Enro are responsible for so I can't say they did anything wrong.

My final decision

For the reasons set out above, I don't uphold Mr A's complaint against Enro Limited, trading as Superscript.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 4 June 2025.

Lale Hussein-Venn
Ombudsman