

The complaint

Mrs W complains that TICORP Limited trading as Staysure mis-sold her travel insurance policy.

What happened

On 31 August 2023, Mrs W took out a single trip basic travel insurance policy to cover an April 2024 cruise. Her holiday cost approximately £2,000.

Unfortunately, a few months later, Mrs W needed to cancel her trip and made a claim on her policy to try and recover her costs. Her insurer then reminded her she had only taken out £500 of cancellation cover and offered to settle her claim on this basis.

Mrs W then made a mis-sale complaint to Staysure as she said they didn't let her know there were different levels of cancellation cover she could have taken out. She also explained that the sale took place during a phone call, and she didn't read the policy documents as she trusted the information the adviser gave her.

Staysure didn't uphold Mrs W's complaint as they said the policy was sold online, and Mrs W was given the option of upgrading to a higher amount of cancellation cover, but she decided against doing so. They also said they had checked all of their call records, and they found no evidence of their advisers discussing Mrs W's policy with her, until she contacted them by webchat following the cancellation of her holiday.

Mrs W didn't accept Staysure's final response, so she complained to our service. Our investigator also concluded Staysure hadn't done anything wrong. In reaching this conclusion, she said the evidence indicated the policy had been sold online, and the different levels of cancellation cover were made sufficiently clear to Mrs W as part of the sales journey.

Mrs W then requested a final decision. She said her policy was mis-sold and Staysure should be able to provide her with more evidence to show she purchased it online. She also explained that she couldn't provide any evidence that a sales call had taken place, as her phone bill doesn't include free phone numbers.

Our investigator's opinion remained the same, so I've considered the complaint afresh.

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 this complaint and I'll now explain why.

Where the evidence is incomplete, inconclusive, or contradictory, as some of it is here, I reach my decision on a balance of probabilities – that is to say, what I consider is more likely

to have happened based on the evidence that is available and the wider surrounding circumstances.

Staysure have provided a screen shot from their system which shows Mrs W's policy was sold online, and a copy of the search they completed for any calls made to or from Mrs W's phone numbers. Mrs W has said she shouldn't be disadvantaged by the fact she decided to use a free phone number to complete the sales call. However, I'm satisfied Staysure did everything I would reasonably expect to try and locate any calls, and none were found.

I'm also aware, Mrs W feels strongly that Staysure should be able to provide her with more evidence the policy was sold online, and they have acted unreasonably by repeatedly declining to do so. However, Staysure have confirmed there is nothing more they can provide, and I'm satisfied the information from their system is clear and persuasive. So, on balance, and based on everything I've seen, I think it's likely Mrs W's policy was sold online. The rest of this decision is therefore based on this conclusion.

Our general position for considering mis-sale complaints is dependent on whether the sale of the policy was advised or non-advised. In this case, the sale was non-advised, as Mrs W applied for the policy online, answered Staysure's questions and no advice was given. So, under the relevant rules and industry guidelines, Staysure weren't required to make sure the policy was suitable for Mrs W's needs. Instead, they needed to give her enough information, so she could make an informed decision about taking out the policy herself. This included highlighting any significant policy limitations or exclusions, and making sure the information they provided was clear, fair, and not misleading.

Staysure have provided screenshots of their online sales process. Having carefully reviewed these, I note Mrs W was given the option of taking out basic (£ 500 cancellation cover), comprehensive (£5,000 cancellation cover) or signature (£10,000 cancellation cover) levels of insurance. I also note that when the basic category is selected, it presents the option of increasing the £500 cancellation cover to either £1,000 or £3,000. I'm satisfied, each of the options were set out clearly, and Mrs W was given enough information to make an informed choice about how she wanted to proceed.

I've next considered the policy documents that were sent to Mrs W after the sale. I can see the validation certificate states Mrs W had taken out a single trip basic policy which includes £500 of cancellation cover. I also note this figure is repeated on page six of the policy wording in the table of benefits. So, I'm satisfied the policy documents clearly show the level of cancellation cover Mrs W opted for.

I can also see that Mrs W was encouraged to read through all of the policy documents and check the level of cover as the start of the policy wording says:

"It is important you read this policy document and your Validation Certificate carefully to ensure that it meets your requirements and so that you understand the extent of cover provided, what is and is not covered along with any terms, or conditions of cover."

The same section of the policy document also highlights the fact the policy offers different levels of cover and provides a 14-day cancellation period. Based on the date of Mrs W's holiday, I note there was enough time for Mrs W to check the documents and cancel the policy, if she changed her mind about keeping it.

I do empathise with Mrs W's position. It's clear she took out a policy that had less cancellation cover than she needed, and this has caused her significant upset. However, Staysure wouldn't have been aware of the cost of her holiday, and for the reasons I've

explained, I see no grounds for concluding the policy was mis-sold.

I appreciate Mrs W may struggle to accept this decision, but I do hope it helps her find some form of closure, and she can now try and move on from this upsetting issue.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 10 April 2025.

Claire Greene
Ombudsman