DRN-5474247

The complaint

Mr and Mrs R are unhappy with the service they received from TICORP Limited.

What happened

Mr and Mrs R purchased a 'Staysure' branded policy from TICORP Limited. The policy was an annual policy with a trip limit of 35 days. They wanted to insure a holiday lasting 40 days but the underwriter of the policy declined to extend the cover due to their age.

Mr and Mrs R said that this limitation wasn't drawn to their attention during the sales process and the policy was mis-sold as it didn't meet their needs. TICORP said the limits of the trip were made clear in the policy documentation and that Mr and Mrs R had the opportunity to cancel within the cooling off period if the policy wasn't right for them. Unhappy, Mr and Mrs R complained to the Financial Ombudsman Service.

Our investigator looked into what happened. He thought the trip limits were made clear from the policy documentation and that Mr and Mrs R had the opportunity to cancel the policy if it didn't meet their needs.

Mr and Mrs R didn't agree and asked an ombudsman to review their complaint. In summary they said that the wording of the policy implied that the trip limits could be extended if it was agreed by Staysure in writing. They also said they didn't anticipate they would be going on a 40 day trip when they took out the policy or that Staysure would refuse to extend the policy duration. Finally, they said that if the policy could be extended for people up to the age of 70 it could be extended for older people too. So, the complaint was referred to me to make a 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.

TICORP is the business responsible for the sale of the policy. So, although the policy is branded as a Staysure policy, that's why Mr and Mrs R's complaint is TICORP's responsibility. TICORP are not the underwriters of the policy – that's a different business. The underwriters of the policy are responsible for the limits of the cover and they decide what the policy limits are. So, my decision focuses on Mr and Mrs R's complaint points about the sale of the policy.

Mr and Mrs R renewed their insurance policy over the telephone. They weren't given advice about the policy. So, TICORP had a responsibility to give Mr and Mrs R clear, fair and non-misleading information so that they could decide if the policy was right for them.

I'm not upholding Mr and Mrs R's complaint because:

- I'm satisfied that Mr and Mrs R were given the information they needed to decide if the policy was right for them during the sales call. Mr R had the opportunity to ask for more information about the policy trip limit and discuss that with the advisor if he wanted to.

- Even if I thought the sales call was unclear, and Mr and Mrs R ought to have been told about the trip limit, I think there are other reasons not to uphold their complaint. That's because I'm satisfied Mr and Mrs R were sent information following the call which clearly set out that the policy trip limit was 35 days. The policy certificate has a section which sets out the maximum trip durations. It says 'age 71+ can travel up to 35 days in one trip'. And the policy terms also explain that there is a maximum trip duration of 35 days for people aged 71 or over. If Mr and Mrs R had any queries about the impact of these terms on their travel plans, it was open to them to contact TICORP and discuss this further.

- Mr and Mrs R highlighted that the policy terms say that 'if you travel for more than the number of days for which you have paid for cover you will not be covered after the last day for which you have paid, unless agreed by us in writing'. I'm not persuaded that, in the overall context of the policy terms, this created a legitimate expectation that Mr and Mrs R would automatically be covered if they wrote to TICORP to request this.

- I think the overall policy terms make it adequately clear that there is a limit on cover and that there was no guarantee of cover for trips over this duration. In any event, it was open to Mr and Mrs R to check this if they had plans to take a trip over 35 days and cancel the policy within the cooling off if it didn't meet their needs. I also note that Mr and Mrs R told us in response to our investigator's findings that the extension of the duration of a 35 day holiday to a 40 day holiday was never envisaged in July 2024 (which is when the policy was taken out).

- I appreciate that Mr and Mrs R feel that if cover can be extended for those aged 70 and under it follows that the same ought to be the case for those aged 71 and over. However, that is a commercial decision for the underwriter of the policy. As I've explained at the outset of my decision that's not something TICORP is responsible for as the seller of the policy.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 1 October 2025.

Anna Wilshaw
Ombudsman