

## **The complaint**

A limited company “S” complains Worldwide Hole’N One Ltd (“Worldwide”) mis-sold a Cancellation and Abandonment insurance policy.

Ms B, a director of S brings the complaint on its behalf.

## **What happened**

S was arranging an event which was taking place over several days, at different venues. It approached Worldwide to arrange an insurance policy in case the event(s) was cancelled or relocated.

Unfortunately, on one of the days the venue had to be changed at short notice, so Ms B made a claim under the insurance policy for expenses and lost revenue. The Insurer of the policy declined the claim. Ms B then made a complaint to Worldwide as she didn’t believe it had sold S the correct policy as it didn’t provide the level of cover she expected it would.

Worldwide considered the complaint but let Ms B know it didn’t think the policy had been mis-sold to S.

An Investigator here considered the complaint but also let Ms B know she didn’t think the policy had been mis-sold. She concluded Worldwide provided sufficient information about the policy to S in order for it to make an informed decision whether to purchase it. She also said the policy documents were clear the policy was only being provided in respect of expenses incurred and not lost revenue.

## **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 agree with the conclusion reached by the Investigator for the following reasons:

- The terms of business provided to S set out the policy was being sold on a non advised basis which means no recommendation was being made about its suitability for S’ needs. Even if I’d concluded the sale was advised, Worldwide also explain in the document it only offers policies from one Insurer, so there wouldn’t have been a different policy it could have offered S.
- Under the relevant rules Worldwide needed to make sure it provided sufficient information about any policy it could provide, to S, to enable it to make an informed decision about whether to purchase it.
- I can see the proposal form initially completed, S requested a quotation for cancellation cover including both expenses and lost revenue. Worldwide has said the Insurer wasn’t prepared to offer cover for lost revenue as this was S’ first event and it explained this to

Ms B on the telephone. While the telephone call wasn't recorded, I don't see any reason to doubt this information was passed on to Ms B. The quotation that was later provided clearly set out it covered expenses only and I would have expected Ms B to have queried this before purchasing the policy on behalf of S if it wasn't what she expected. But, I can't see that she did so.

- No policy will cover every possible risk. And it is for an Insurer to decide what risks it does and does not want to cover. Any concerns about the policy term used to decline the claim or its positioning within the policy documentation, would need to be put to the Insurer concerned.
- It isn't possible to discuss every term and condition in a policy with a customer prior to a quotation being accepted. Here, Worldwide needed to give S sufficient information about the policy for it to make an informed decision about whether the policy was appropriate for its circumstances and whether it wished to purchase it.
- Prior to S purchasing the policy I'm satisfied Worldwide provided the Insurance Product information Document ("IPID") to S which set out a summary of the policy cover. And, it also provided a copy of the policy documentation along with the quotation setting out the basis on which cover would be provided. So I'm satisfied it fulfilled its obligations here.
- Ms B approached Worldwide for a policy to cover risks associated with cancellation or relocation of the event, and this is what she was provided with - subject to the Insurer's terms and conditions. Simply because the specific circumstances of claim she made were not covered doesn't automatically mean the policy was mis sold.

For the reasons above, I do not uphold this complaint.

### **My final decision**

My final decision is that I do not uphold S' complaint against Worldwide Hole'N One Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask S to accept or reject my decision before 18 July 2025.

Alison Gore  
**Ombudsman**