

The complaint

Mr C has complained that he was mis-sold his home insurance by Legal & General (L&G) as his boiler was over eight years old at the time and therefore excluded from cover provided under the home emergency section of the policy.

What happened

In 2015, Mr C took out a home insurance policy with L&G. He bought this through a price comparison website. This covered buildings, contents, occupier's liability and family legal costs. As part of the buildings cover, there was cover for home emergencies. After the purchase, he was sent the policy documents electronically. He says he was also sent the Terms and Conditions each year.

In May 2019, Mr C's boiler broke down and he contacted L&G to have it fixed. L&G told him that his policy didn't cover boilers over eight years old. Mr C's boiler was nine years old when he took out the policy in 2015, so he'd never have been able to make a claim.

Mr C says that he'd overlooked the condition in the policy's Terms and Conditions that says that boilers over eight years old aren't covered.

Mr C told our investigator in a telephone call that after he'd used the price comparison website to compare prices, he contacted L&G to "clarify things", but he says L&G didn't go through the Terms and Conditions or ask him if he'd read them.

Mr C complained to L&G that he was technically mis-sold the policy as the Terms and Conditions weren't clear enough in stating that it didn't cover boilers over eight years old. L&G rejected this complaint.

Mr C also complained that L&G hadn't responded to a further complaint that he's raised that L&G has failed to fully look into his initial complaint. At the time of introducing this further complaint, L&G hadn't had eight weeks within which to respond to it, so it wasn't included in the complaint that I'm now considering.

As he wasn't satisfied with L&G's response to his initial complaint, he brought it to this service. Our investigator didn't consider that L&G had acted unfairly. She considered that as the policyholder, it was Mr C's responsibility to read through the terms and conditions of his policy and to contact L&G if he had any queries. She also explained that it wasn't within this service's powers to tell a business how it should word its policies.

Mr C doesn't agree with our investigator's view and has asked that an ombudsman consider his complaint. It's therefore been passed to me to make a final 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.

I agree with the view of our investigator, and I'm not going to uphold Mr C's complaint. I'll explain why.

In considering Mr C's complaint, I need to consider whether L&G failed to do something it should've done. If I think it did, I then need to consider if Mr C has lost out as a result, in which case I can ask L&G to put things right. I also need to consider whether it's likely Mr C would've acted differently if L&G hadn't done something wrong, such as purchased another product.

A sale can be regarded as a mis-sale for a number of reasons, and these would include where the insurer didn't tell the customer everything it should've done about the product. This is how I understand Mr C's complaint.

Mr C purchased his home insurance with L&G through a price comparison website. L&G didn't recommend this product to Mr C. He chose it. And Mr C has said that after selecting L&G's policy from the price comparison website, he contacted it by phone to clarify a few points. He doesn't say that he asked about what limitations there were to the home emergency cover, so he wasn't given misinformation about the limitation on cover.

Mr C says that the limitation on cover for his boiler because of its age wasn't sufficiently highlighted. I've looked at the terms of Mr C's policy. The exclusion of cover for boilers over eight years old isn't highlighted in any way so as to mark it out from the other exclusions but then neither are any of the other exclusions highlighted. They all have the same prominence in a section of the policy that is contained on a single page. So I don't consider that what this section of the policy covers, and what it doesn't, is difficult to see.

Each of the exclusions throughout the policy could be of particular relevance to another customer. I think it's reasonable to expect a customer who has a particular concern as to whether a policy will cover his particular circumstances to check the terms of the policy and its exclusions. I don't consider that it's either practical or reasonable for an insurer to highlight every term. If it did, then nothing would stand out. I think it's the responsibility of a customer to read the terms of his policy to see if it covers his needs and to check whether there are any exclusions that would make the policy unsuitable for those needs. There's a 28 day cooling off period to allow a policy to be checked for suitability.

When Mr C took out the policy in June 2015, he ticked a box to confirm that he'd been provided with, and was aware of the importance of reading, the following documents:

- Your Demands and Needs
- Insurance Product Information
- About Us. Our Terms and Services
- Data Privacy Notice

Mr C appears to accept that he didn't read the policy document closely. I don't consider that L&G is at fault for that. Nor do I consider that the exclusion of boilers over eight years old was such a significant exclusion that it should've been highlighted to make it more prominent.

My conclusion is that the limitation on cover was there to be read. Mr C had had the policy for four years. L&G says it doesn't have any record of Mr C having raised any queries. I don't consider that L&G did anything wrong in failing to highlight this particular exclusion. Nor do I consider that it should've done so even if other customers had had their claims denied because of the exclusion.

As I don't consider that L&G has done anything wrong, I don't need to consider what it should do to put things right. I'm therefore not going to require it to do anything.

My final decision

For the reasons I've given above, I'm not upholding Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 15 September 2020.

Nigel Bremner
Ombudsman