

The complaint

Mr D complains about Qmetric Group Limited (QGL) who declined his claim under his home emergency policy.

What happened

Mr D purchased a home emergency policy with QGL. His boiler developed a fault and he contacted QGL to make a claim. During the claims process, QGL declined Mr D's claim as it said that he hadn't serviced the boiler within the past 15 months, which was excluded under the policy.

Mr D complained to QGL as he said that he wasn't given the policy terms either via email or post. And the only policy terms that he could find (having searched on the internet) showed that he was covered.

In its final response, QGL said that Mr D bought the policy via a price comparison website. And at the point of purchase, he was given the opportunity to read the policy documents before buying the policy. QGL also said that Mr D was sent a link with the confirmation email when he bought the policy and it said that it was satisfied that Mr D had access to the policy wording, as a password was set up on the account.

Mr D was unhappy and referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. He said that he was satisfied that the policy included the exclusion that QGL relied upon when it declined his claim. So, there was nothing further he could reasonably ask it to do.

QGL accepted the view, Mr D did not. He maintained that he hadn't been provided with any policy documents, either by email or post. So, he asked for a decision from an ombudsman.

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 won't uphold this complaint. I realise this will be a disappointment to Mr D, but I hope my findings go some way in explaining why I've reached this decision.

Mr D purchased home insurance with an upgrade cover for home emergency in August 2021. He made a claim for a fault on his boiler. QGL declined the claim on the basis that the boiler hadn't been serviced in the previous 15 months. It relied on the following policy exclusion: *'We don't cover; Any boiler or system that has not been serviced by an authorised tradesman in the last 15 months, in line with the manufacture's recommendations.'*

Mr D complained because he said that he wasn't provided with any policy documents at the point of sale, either by email or post. And he wasn't aware of any details of the policy before

purchase, if he had been, he wouldn't have purchased the policy. So, the main issues here, are whether Mr D was provided with any policy documents and whether the policy was mis-sold to Mr D.

Mr D accepted that he made the purchase of the policy online, having been provided with the outline of cover of the policy via a price comparison website. QGL provided the copy of the screenshot that Mr D accepted he saw, prior to committing to buy the policy online.

QGL said that attached to the outline and as seen in the screenshot, was a link provided to view the policy wording, demands, and needs document, as well as, the product summary. So, I'm satisfied that at the point of sale Mr D had the opportunity to view his documents before purchasing.

QGL also confirmed that it hadn't sent the documents by post as it was primarily an online provider. But, if a customer requested the documents to be sent by post, it would have done this. It did confirm that it had emailed the documents to Mr D's online account and confirmed that he had been provided a link at the point of sale.

Mr D confirmed that the email address that QGL sent the document to was his correct email address. In addition, I would've expected Mr D to contact QGL, if he had not received the documents and requested that those documents were sent to him via the post or re-sent via email. Which he didn't do.

QGL also confirmed that Mr D's online account had been active since 2016, when he previously purchased another policy. It also confirmed that Mr D had access to his policy documents via his online account following the purchase of this policy.

We are unable to tell a business how it operates as we are not the regulator. But, as Mr D accepted that he had the opportunity to view the documents before purchasing and confirmed that the email address that QGL sent the documents to was correct, I'm satisfied that Mr D had received the policy documents.

Mr D said that he wasn't informed about the exclusion clause that QGL relied upon to decline his claim. He also said that had he been informed about it he wouldn't have bought the policy. So, I've had a look at what happened during the sales process.

Both parties accepted that the sale was conducted via a price comparison website. Essentially Mr D would've had to input information when prompted and then received a quote for the policy.

QGL said that at the point of sale, Mr D was given a copy of the policy documents at the quotation stage. In addition, from what I have read, the initial quotation indicates twice, for customers to *'please refer to your policy documents for more details'*. I think it's fair to say that QGL didn't provide any advice regarding risk or full details of the policy. But it gave Mr D the opportunity to read the documents to see if the terms were sufficient for his needs.

Also, Mr D accepts that he received a letter of confirmation of the policy that he had purchased. I have read the letter, which Mr D provided to me and on page one of two, it asks Mr D to check the policy documents carefully and the restrictions.

At the top of page two, the letter again advises to visit the website for the full terms and conditions and gives the option to call and get a printed copy. Finally, at the bottom of the letter it again advises to call if there are any queries regarding the policy terms and conditions.

On this basis I think that QGL provided a non-advised sale. This means it didn't advise or recommend that Mr D buy the policy. It simply provided information to him and left it to him to decide if the policy was suitable to meet his needs. However, QGL still needed to give enough, clear, fair, and not misleading information about the policy, so that Mr D could make an informed choice.

Mr D by proceeding with the sale online, accepted that he chose a policy that suited his needs. So, I don't think it would've been reasonable for QGL to have emphasized the terms of the policy. Consequently, we wouldn't reasonably expect QGL to explain everything the policy did and didn't cover. But it did need to highlight any significant, unusual, or onerous terms at the point of sale which might've affected Mr D's decision, whether or not to buy the policy.

I have considered whether the exclusion clause of not paying for any faults or failures to the boiler that hadn't been serviced within the last 15 months, would be deemed significant, unusual, or onerous. Based on what I know about home emergency policies, I don't think this is a particularly significant, unusual, or onerous term. So, I think this is another reason why QGL wouldn't have had to highlight it to Mr D.

I have also reviewed the policy documents and as mentioned, it advised Mr D to read the terms and conditions. But it also gave Mr D a 14-day cooling off period. Mr D had the opportunity at this point to check whether the policy was suitable for him. I think the exclusion was set out in the policy and it was up to Mr D to check it was right for him.

On page one of the insurance product information document it shows in bold writing the exclusion clause. Which is repeated in the terms and conditions. I understand that Mr D has now paid privately for the repair to the boiler.

Taking all of this into consideration, I don't think the policy was mis-sold as Mr D had the opportunity to consider the terms, to see if they were sufficient for his needs. Also, I think that QGL were fair and reasonable in relying on the exclusion clause to decline the claim.

Although I understand that this is not the outcome Mr D would've liked, I won't be asking QGL to do anything more to resolve this complaint.

My final decision

For the reasons given, my final decision is that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 31 May 2022.

Ayisha Savage
Ombudsman