

## **The complaint**

Miss D complains that Halifax General Insurance Services Limited mis-sold her home insurance cover, which included home emergency cover. She says they didn't make it clear that her boiler would only be covered if it was regularly serviced. And because of this the policy doesn't meet her needs.

## **What happened**

Miss D bought home insurance, including home emergency cover, online through Halifax in 2021. Her cover started in October 2021. Miss D has told us that after she took out her cover, she didn't receive any policy documents from Halifax. And she only became aware that her boiler needed to be regularly serviced, to be covered by her home emergency policy, when she received her renewal documents the following year.

Halifax say that before Miss D confirmed she wanted to proceed and purchase home insurance with them, she'd have been asked if she wanted to add home emergency cover to her policy. And she'd have seen a summary of what this covered together with a link to the relevant policy booklet, setting out the full terms and conditions.

Halifax also say at the end of the sales process Miss D would have seen a page with links to all the documents relevant to her cover, including the Home Emergency cover policy booklet. And before she confirmed she wanted to proceed she'd have seen the following: -

"Take note

By continuing, you confirm that:

- We've provided you with important documents about your home insurance, which we recommend you read in full.
- You've taken care to make sure all the details you've given us are correct."

And page three of the Home Emergency policy booklet makes it clear that servicing and maintaining her boiler is a condition of the policy. The relevant term is: -

"Your central heating boiler should be properly installed and repaired, in accordance with the manufacturer's recommendations and serviced and maintained at least every 24 months.

Written confirmation of your last boiler service may be required in the event of a claim."

Halifax have said that in addition to the information online Miss D was sent a copy of her policy documentation by post. Miss D has told us she didn't receive this, but Halifax say this was sent to the same address as her renewal documentation which she's confirmed she did receive. Halifax have said that the policy booklet relating to the Home Emergency cover, would have been sent to Miss D by the underwriters, so they can't comment on whether this was sent to her.

When Miss D received her renewal documentation in 2022, she says she realised that the Home Emergency cover was unsuitable for her, due to the requirement to have her boiler regularly serviced. She told Halifax she thought her cover had been mis-sold and she wanted a refund of her premium. She raised a complaint which Halifax didn't uphold.

They said that during the online sale journey the full terms and conditions of the cover are provided via links she needed to click on. And after she purchased her cover, she would have received to separate policy documents, one for her home insurance and the other for her home emergency policy.

The policy documents set out full details of her cover, and she had 14 days from receipt to read the information provided. Details were also included of how to cancel the policy if the cover wasn't suitable. And the home emergency policy confirmed that her boiler had to be serviced at least every 24 months. So, as she'd been provided with all the relevant information her complaint wasn't upheld.

Miss D wasn't happy with Halifax's response and complained to our service. Our investigator considered the case but didn't uphold the complaint as she was satisfied the policy hadn't been mis-sold. She said she thought the exclusions in the home emergency policy were clear online. And even if Miss D missed the links to read the policy terms and conditions, the policy documents were sent to her after she completed her purchase. And these make it clear her boiler isn't covered if it hasn't been serviced within the last 24 months.

Halifax accepted our investigator's opinion, but Miss D didn't. Miss D says Halifax didn't make the exclusions clear online, and they should have, as they're extremely important. And she said she didn't receive the policy documents and only became aware of the need to have her boiler serviced when she received the renewal documentation.

She also told our investigator that no one really reads policy terms and conditions so Halifax should have made any exclusions clear.

The case has now come to me for 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.

Halifax have provided details of the online journey Miss D would have had when she purchased her policy online. I'm satisfied from the information they've provided that when Miss D was asked if she wanted to add home emergency cover to her policy, there was a link for her to click on to read the full policy terms and conditions.

These terms and conditions clearly state that Miss D's boiler won't be covered by the policy unless it's maintained and serviced at least every 24 months.

And before Miss D confirmed she wished to purchase her policy she was provided further links to all her policy documents and reminded that she should read these in full.

Miss D has said that Halifax should have made her aware of the need to have her boiler regularly serviced. I'm satisfied that they did so by providing her with links to all the relevant policy documents. I'm also satisfied that Halifax sent her copies of the policy documents they issued.

They've told us that the home emergency policy would have been sent to Miss D by the

underwriters. On balance given that she received all her renewal documentation, I accept that she also received the home emergency policy. And if she didn't, she could have contacted Halifax to request a copy.

I'm persuaded that Miss D was provided with the relevant terms and conditions of her policy at the time she took out her cover. That's what I'd expect Halifax to provide. She was reminded during her online journey when purchasing her policy to read the terms and conditions, and again when her policy documents were sent to her.

I think the need to keep her boiler serviced was set out clearly both online and in the documents Miss D was sent. She's suggested that she didn't read her policy documentation, until Halifax contacted her about her renewal. But I can't hold Halifax responsible for this. They provided her with the relevant policy terms and conditions, so I won't be asking them to do anything more for her.

### **My final decision**

For the reasons set out above my final decision is that I don't uphold Miss D's complaint about Halifax Insurance Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 3 May 2023.

Patricia O'Leary  
**Ombudsman**