

## **The complaint**

Mr M and Mrs MW are unhappy with how BISL Limited (BISL) sold their home insurance policy and consider it failed to highlight important policy terms that only came to light when they needed to make a claim.

## **What happened**

The background of this complaint is well known to both parties. So, I'll summarise the key points I've focused on within my decision.

- Mr M and Mrs MW raised a claim under their home insurance policy for damage to their front door as a result of emergency services gaining access.
- Under the policy, there's a limit as to how much their insurer would pay for this event, £1,000.
- Mr M and Mrs MW consider this amount is too low and consider there shouldn't be a limit in place.
- Mr M and Mrs MW consider their policy excess, £250, is too high in relation to this £1,000 limit.
- Mr M and Mrs MW feel the policy limit should've been highlighted during the sale of the policy. They say had they known about this limit, they would've taken a policy elsewhere.
- BISL responded to the complaint and didn't uphold the above elements of Mr M and Mrs MW complaint. It did uphold that it didn't send some copies of documents and a call recording as it promised and awarded £50 compensation for the error.
- Our investigator considered the complaint but didn't recommend it be upheld. She said that BISL didn't set the policy limit, it was the insurer.
- Our investigator said the excess was applicable for any claim amount and the insurer has paid the full policy amount.
- Our investigator felt that BISL could've highlighted the term regarding the policy limit better, however she wasn't persuaded that had it done so, Mr M and Mrs MW would've acted any differently in taking a policy out elsewhere.

## **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 don't intend to uphold this complaint and I'll explain my reasoning below.

### ***Policy limit***

As our investigator has previously advised Mr M and Mrs MW, BISL aren't responsible for setting the policy limit of £1,000 for emergency access claims. Therefore, I'm unable to comment on the policy limit in relation to BISL as it's not the responsible business.

### ***Excess***

A policy excess is applicable for any claim Mr M and Mrs MW make under the insurance policy. The amount of excess that applies to the claim is something that Mr M and Mrs MW chose when they took the policy out online. I've seen screenshots of the stages that Mr M and Mrs MW would've gone through when completing the purchase of the policy online, and they would've had to select the amount of excess they'd want to pay on a claim.

Therefore, as Mr M and Mrs MW chose the policy excess amount themselves, BISL can't be held responsible for Mr M and Mrs MW now thinking that amount is too high. It also has no bearing on how much the claim costs are, or what the policy limit is for a particular insurable peril.

### ***Sale of the policy***

Mr M and Mrs MW purchased the policy online in November 2019, and it renewed over the next four years. As the sale was done online, it wasn't an advised sale, meaning BISL didn't provide advice to Mr M and Mrs MW about what they should include in their policy.

After the purchase and renewal of the policy, policy documents were made available to Mr M and Mrs MW in their online account with BISL. I've seen evidence to show that Mr M and Mrs MW were able to log in and access these documents after the initial purchase and over the following renewal periods.

The policy limit for emergency access cover was listed on page 21 of the original policy documents issued at inception and page 19 on the renewed policy that covers the period of the claim. Mr M and Mrs MW feel that this is a key term that should've been highlighted earlier on in the policy.

BISL needs to make significant, onerous, and restrictive terms and conditions clear. And as a general rule, the more significant the term, the more prominent it needs to be.

I've considered how significant the term is to see if it should've been prominently displayed. Generally, not many people will have the emergency services break into their property. And I'm not persuaded that many people will look for this to be a deciding factor when taking out a policy. So, this cover and limit I wouldn't consider to be very significant and therefore I wouldn't expect the term to be significantly highlighted.

But even if I said it should've been highlighted (which I'm not) I am not persuaded that Mr M and Mrs MW would've taken out a different policy. I say this because BISL have confirmed that Mr M and Mrs MW have had the same level of cover for emergency access since taking out the policy in 2019, therefore if they had concerns that this cover wasn't enough, having read the policy terms and conditions as I'd expect a customer to do, they could've raised this with either BISL or the insurer at an earlier time and not kept renewing the policy with the same term.

There is limited space at the start of an insurance policy, and I wouldn't expect BISL to be able to highlight all policy limits and amounts at the beginning. This is why it's so important that as customers, Mr M and Mrs MW read and familiarise themselves with the policy terms that they agreed to take out.

I've seen no evidence to support that the policy was mis sold to Mr M and Mrs MW. So, I won't be asking BISL to take any further action.

**My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs MW to accept or reject my decision before 27 February 2025.

Angela Casey  
**Ombudsman**