

complaint

Mr M complains about information provided to him by Swinton Group Ltd in connection with his home emergency insurance policy. Mr M has also made a complaint about the underwriter's decision to decline a claim under his policy, which is being dealt with separately.

background

Mr M purchased a home emergency insurance policy from Swinton in July 2010.

In October 2011, Mr M attempted to register a claim under his policy because his boiler would not turn off. The underwriter of the policy rejected the claim and he subsequently paid a private engineer to repair the boiler.

Mr M complained to Swinton, pointing out a discrepancy between Swinton's policy terms and conditions and the terms and conditions of the policy booklet which he had been provided with, before bringing his complaint to the attention of this service for consideration. He says that the policy was mis-sold, as he was told that it would cover emergencies. In addition, he says that he first notified the claim to Swinton and was told that the issue would be covered.

Our adjudicator did not uphold Mr M's complaint about Swinton and the matter has therefore been referred to me for final determination.

my findings

I have considered all the available evidence and arguments from the outset, in order to decide what is fair and reasonable in the circumstances of this complaint.

The policy documentation provided by Mr M is entitled "home assistance", whilst the policy submitted by Swinton is named a "home emergency" insurance policy.

Both versions of the policy list the specific emergency situations for which cover is provided, to include:

*"central heating or boiler failure...
hot water failure...."*

The policy which Mr M has sent to us defines an 'emergency' as:

"A result of a sudden and unforeseen event in the home that, if not dealt with quickly will:

- 1. expose you or anyone else in the home to a health risk or*
- 2. cause a risk of or loss of or damage to the home and or any of your belongings or*
- 3. renders the property uninhabitable*

This definition includes damage to or breakdown of the essential services to the home..."

The policy terms and conditions provided by Swinton vary slightly but contain similar wording, defining an 'emergency' as:

"The result of a sudden and unforeseen incident at the property which immediately:

1. *Exposes the insured or a third party to a risk to their health or;*
2. *Creates a risk of loss of or damage to the property and/or any of your belongings or;*
3. *Renders the property uninhabitable.*

This definition shall include damage to or breakdown of the essential services to the property”.

Both policies define ‘essential services’ as “*mains drainage to the boundary of the home, water, electricity and gas within the home and the main source of heating where no alternative exists and the service is immediately necessary to prevent an emergency*”.

Swinton says the version of the policy booklet which it has provided was issued to Mr M when the policy was purchased in 2010 and a copy of the same booklet was also sent to Mr M on renewal of the policy in July 2011.

Having reviewed both copies of the terms and conditions, I consider the wording of the policies is substantially similar. Any differences in the policy wording would not, to my mind, act to exclude a claim which should otherwise be accepted under the alternative version of the policy.

There has been some confusion as to whether or not Mr M’s telephone calls to Swinton in connection with his claim were recorded. Mr M believes the calls were recorded but Swinton has said it does not have a copy of these calls.

Whilst call recordings can sometimes be helpful to us when assessing complaints, I see no reason to doubt Mr M’s version of events in this case. I understand Mr M said the adviser he spoke to at Swinton initially informed him that his claim was covered under his policy and that Mr M told the Swinton adviser his boiler was in danger of exploding.

However, the decision as to whether or not a claim is covered under an insurance policy is one for the underwriter alone to make. Although Swinton may have provided incorrect information to Mr M about his entitlements under the policy, which might have raised his expectations and led to some disappointment, I do not consider it has materially changed his position as he did not take any action to his detriment as a result of that information.

As to whether the policy was mis-sold because he was told that emergencies would be covered, the definition of ‘emergency’ set out above is common to most (if not all) home emergency insurance policies on the market of which I am aware. The policy does cover certain emergency situations. While Mr M considers the situation he found himself in to be an emergency, the underwriter did not agree. I am not persuaded that this means that the policy was mis-sold to him.

I have seen no evidence which would lead me to conclude that the insurance policy sold to Mr M by Swinton was inappropriate or unsuitable for his situation at the time of the sale, or that Mr M would never have been in a position to register a valid claim under the policy.

As a final point, Mr M has queried the plumbing qualifications of the advisers at Swinton to whom he spoke. He says essentially that those selling or dealing with cover for boilers and other gas appliances, should be suitably qualified.

I am not persuaded that claims handlers or those selling insurance should have technical knowledge of the insured items. They should have knowledge of the insurance product –

even though on this occasion it appears the person Mr M spoke to did not realise this claim might not be covered – but there are no requirements for other qualifications.

Given this, I do not consider there are any reasonable grounds upon which I can conclude that Swinton should refund Mr M the premiums he has paid.

my decision

My final decision is that I do not uphold this complaint.

I make no award against Swinton.

Harriet McCarthy
ombudsman