

## **complaint**

Mr and Mrs L are unhappy as they feel their buildings and contents insurance policy was mis-sold to them. The policy was sold by Bank of Scotland plc.

## **background**

Mr and Mrs L made a claim following a burglary at their home. When they made the claim they say they became aware of the policy limits in relation to high risk and specified items.

This is why Mr and Mrs L feel that the policy was mis-sold to them. Mr and Mrs L brought a complaint to this service. They have stated that they spoke to Bank of Scotland at each renewal to make sure they had the right cover levels and as Bank of Scotland cannot provide the call recordings their complaint should be on balance upheld.

Our adjudicator did not uphold the complaint as based on the available evidence, she was satisfied it was unlikely the policy was mis-sold to Mr and Mrs L. She noted the policy documentation was clear on what cover Mr and Mrs L had under their policy.

Mr and Mrs L did not agree and said they felt the telephone call recordings which our adjudicator noted were not available were of great importance. Mr and Mrs L felt in the absence of the telephone call recordings the onus was on Bank of Scotland to provide evidence about the sale of the policy. Mr and Mrs L requested that the case go to an ombudsman for a final decision.

## **my findings**

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

It is difficult to know what to make of the point about annual telephone calls as Bank of Scotland have none of these. However, when documentation is sent out there is the opportunity to read the details to ensure that the consumer is happy with what they are getting. In this case as there are no call recordings available I have reviewed the policy documentation.

Originally back in 2010 it is clear that there were no specified items on the policy and in 2012 the policy documentation has been extended to show two specified items. This does give the indication that at some point discussion did take place and the policy was updated. However, it does not confirm that any changes were done incorrectly and I do not think this is a point Mr and Mrs L have really commented on.

The documentation clearly shows that specified items could be covered up to £20,000. However, there is a discrepancy here as Mr and Mrs L state that they were told they could increase cover up to this maximum limit without any further charge. Bank of Scotland say that the cover can be increased to this level but that it does impact upon the premium. On balance I am willing to accept what Bank of Scotland said here - if extra cover was taken for high risk items then an extra premium would have been charged. To me it seems that this would most likely be the case. Further, the documentation over the years shows consistently that the full maximum cover was never taken out on the policy. It seems Mr and Mrs L's policy maintained the level of cover at £10,000.

Mr and Mrs L say that if they could have insured in full they would have but they knew it was not possible under this policy. However, in correspondence Mr and Mrs L say they had £60,000 of jewellery and the policy limit does show a £20,000 high risk maximum which they accept they were aware of. In correspondence and telephone discussions with our adjudicator Mr and Mrs L have said that they knew they had items over the limit and that even at the £20,000 this would have been an inadequate level of cover but they were aware of that.

The fact that Mr and Mrs L did update their cover to take account of the specified items suggests that it is most likely on the balance of probabilities they did check their policy documents and that they were aware of the sums insured they had on the policy. However, it also appears that Mr and Mrs L were willing to take a bit of a gamble regarding how much cover they were willing to pay for. It seems more likely to me that if Mr and Mrs L wanted to insure the items in full they would have taken a different policy elsewhere that would have covered them for the £60,000 they required.

In conclusion, it seems to me that Bank of Scotland has not acted unreasonably I am satisfied that the documentation it issued did make Mr and Mrs L aware of the policy limits. It is most likely it provided the levels of cover requested at the start of the policy and updated it when revisions were requested.

#### **my final decision**

I do not uphold this complaint.

I make no award against Bank of Scotland plc.

John Quinlan  
**ombudsman**