

The complaint

Mr F and Mrs F are unhappy with the documents Avantia Insurance Limited trading as HomeProtect (Avantia) provided when they took out a contents policy. A claim they made was declined by the underwriter.

What happened

In November 2022, Mr F took out a new home insurance policy which came into effect in December. Avantia was the broker, and a different company was the underwriter. Mr F later contacted Avantia to add hearing aids belonging to him and Mrs F. Unfortunately, one of the hearing aids was lost. When Mr F and Mrs F tried to make a claim, they were told accidental loss wasn't covered.

Unhappy with the insurers decision to decline their claim, Mr F and Mrs F complained. Mr F said he didn't think it had been made sufficiently clear in the policy documents that accidental loss wasn't covered. Avantia responded to their complaint. It said the policy had been taken out online and chosen by Mr F and Mrs F, so it didn't agree it had been mis-sold. Avantia said the Insurance Product Information Document (IPID) was clear in setting out accidental loss wasn't covered by the policy, and this was also set out in the policy terms and conditions.

Mr F remained of the view this wasn't sufficiently clear when they took the policy out. He also said he didn't receive the IPID. He referred their concerns to us, and they were considered by one of our investigators. Avantia didn't provide their file, despite a number of requests so our investigator reached a conclusion based on the information they had. He said Avantia hadn't provided sufficiently clear information to Mr F and Mrs F when the policy was taken out, and it ought to pay £100 compensation to reflect the trouble and upset experienced.

Avantia disagreed and the case was passed to me. I issued a provisional decision in July 2023, and I've included my findings below:

"I think it's helpful at this point to confirm I'm only considering the complaint about Avantia, who were the broker. I'm not commenting on the decision to decline Mr F and Mrs F's claim for accidental loss. I understand they're considering making a separate complaint about this.

I'll start by addressing Mr F's comments about adding the hearing aids to the policy. Mr F says during the phone call when he added the second hearing aids, he asked about accidental damage but not accidental loss. However, I think accidental damage and accidental losses are two different circumstances which might cause a policy holder to make a claim. With that in mind, I'm not persuaded it would be fair to conclude that the adviser ought to have gone on to clarify the position with accidental losses if Mr F hadn't asked. I've considered what Mr F says about the policy wording provided to him. He says it wasn't made clear at any point during the application process or in the policy wording accidental losses weren't covered. Mr F says it also wasn't made clear in the online comparison website that accidental loss wasn't covered.

However, I've reviewed the policy wording in the information booklet provided to Mr F and Mrs F. And having done so, I'm satisfied the wording is clearly laid out. The first two sections of the policy documents are an index and definitions that apply. On page 10 of the booklet is the section "Conditions and limitations that apply to your policy".

In the middle of the following page (page 11) it says:

"WHAT IS NOT COVERED

Your policy will **not pay** for claims which are: ...
Accidental Losses..."

Overall, I'm satisfied this section of the policy is clear in setting out the position on accidental losses. I consider the information contained in the policy terms was sufficiently prominent that it ought to alert Mr F and Mrs F about what might not be covered.

However, given the comments made by Mr F when submitting the complaint to us, I've gone on to consider the policy wording in relation to specified items. This was the section Mr F particularly focused on (page 27) which he says is confusing and misleading. For ease, I've copied this below:

"SECTION 5 (B) – SPECIFIED ITEMS ANYWHERE IN THE WORLD)...

WHAT IS NOT COVERED

For theft claims, cover isn't provided: ...
- For Accidental Losses..."

I acknowledge Mr F's point here; in that it seems like the accidental losses section is linked to theft claims. Avantia says the layout was chosen to address circumstances where a loss might be related to a theft. However, on balance, I consider the information set out on page 11 to be much clearer in setting out the policies' position on accidental losses.

Avantia says when taking out the policy Mr F and Mrs F needed to accept the policy terms and conditions and agreed to having read the IPID. Mr F says the IPID wasn't available using the link on the screen when he took out the policy. Avantia hasn't commented on Mr F's comment the IPID was not accessible. It's not possible for me to know for sure if the hyperlink to the IPID wasn't working, or if it wasn't accessed.

Nonetheless, my role here is to decide what I think is fair and reasonable in the circumstances of this complaint. And having considered the information provided, I'm minded to conclude that overall, the policy terms are clear in setting out the position in relation to accidental loss. It follows, I'm not intending to require Avantia to take any action to put things right for Mr F and Mrs F, and I'm not going to ask it to pay compensation."

Avantia didn't respond to the provisional decision. Mr F did, saying:

- They maintain they didn't receive a copy of the IPID.
- The layout of Section 5 (B) of the policy led Mr F to believe an accidental loss could not be considered alongside a theft claim.
- Mr F's interpretation of this section of the policy was that it was a standalone, optional section, and was relevant as the hearing aids were standalone items.
- Since their claim, Avantia has made changes to their policy documentation which supports what they've said about the original wording being confusing.

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.

However, I've reached the same conclusion for the same reasons. I appreciate what Mr F says about not having sight of the IPID when he took out the policy. I can't know what happened during the application process, but I can't see any reason not to take what Mr F says as true.

But Mr F and Mrs F did have access to the policy terms, and it is these set out on page 11 (as referenced in my provisional decision) that I consider most clear in setting the underwriters' position on accidental losses. Despite what Mr F and Mrs F consider, I am satisfied they are sufficiently clear

So, while I'm sorry Mr F and Mrs F will be disappointed by my decision, I'm not going to require Avantia to take any further action in respect of their complaint.

My final decision

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 F and Mrs F to accept or reject my decision before 13 September 2023.

Emma Hawkins

Ombudsman