

## **The complaint**

Ms M is unhappy with what happened after she contacted Tesco Personal Finance PLC in relation to a claim on her legal expenses insurance.

## **What happened**

Ms M had home insurance arranged through Tesco's which included legal expenses cover. That policy ended in January 2018. In 2021 Ms M contacted Tesco's as she was unhappy with work to a conservatory carried out at her property in 2017. Tesco's confirmed she'd had legal expenses cover at that time. It gave her details for the current and previous policy insurer and (in a subsequent call) provided her policy number.

That enabled Ms M to progress the claim with the legal expenses provider. On 25 January 2023 Ms M contacted Tesco's again and said she was unhappy with how her claim had been handled. She asked for information about her policy. Tesco's said it couldn't provide this but it might be available in her online account. Ms M called back two days later as she hadn't been able to find the information she needed including her policy booklet and schedule. The adviser sent some information and said the policy booklet was available online; Ms M said that was different to the one provided as part of her insurance claim.

In response to the complaint she then made Tesco's provided a copy of the correct policy booklet. It accepted there had been a delay in information being provided to Ms M (in part because documents were held on an old system) and made a payment of £50 to recognise the impact of that on her.

Our investigator agreed there had been delay here. She didn't think that prevented Ms M from pursuing her legal expenses claim as Tesco's gave her information about who to contact from the outset. But taking into account the number of calls Ms M had to make to obtain policy information she thought it should pay her a further £75 (making a total of £125).

Ms M agreed with that outcome. Tesco's didn't agree. It thought there were only two calls where incorrect information was given and that didn't impact Ms M's legal expenses claim. And Ms M had been provided with all documents by 7 February 2023. So I need to reach a final 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.

As Ms M is aware I'm not considering in this decision the concerns she has about the handling of her claim by her legal expenses insurer. Those matters are being considered as part of a separate complaint to our service. And what happened after Ms M contacted that insurer isn't something Tesco's is responsible for.

The issues I'm considering relate to the contact Ms M had with Tesco's in 2021 and then again in January 2023. And I think Tesco's could initially have provided Ms M with clearer

information about who the insurer of her policy was (including relevant policy information). But that didn't prevent her claim progressing; by the time of her second call to Tesco's she had the correct form to complete in relation to this.

However, I do think Tesco's should have provided clearer information to Ms M when she got back in touch in January 2023. It wrongly told her it couldn't provide her with policy information. I appreciate that error was corrected relatively quickly but the key information Ms M wanted was her policy document. But she was then directed to the version on Tesco's website which didn't apply to the claim she was making. It wasn't until 7 February (two weeks after her initial inquiry) that Tesco's provided her with the correct document.

I know the age of Ms M's policy made it more difficult for Tesco's to provide this information, but I think there was delay here. And it shouldn't have provided her with inaccurate information about its ability to provide policy details or where Ms M could find that.

I've gone on to think about the impact of that on Ms M. I recognise the delay period was relatively short. But I think it will have been frustrating for her to be given incorrect information about whether Tesco's held information about her policy or where to find it on more than one occasion. I've also taken into account that this was a difficult time for Ms M as she'd been advised limitation for her legal expenses claim was about to expire and she was under pressure to take decisions in relation to this. And the reason she wanted a copy of her policy was so she could urgently understand whether her insurer had proper grounds for the decisions it was taking.

Those timeframes aren't Tesco's responsibility. But I think it's reasonable to say that context means the impact on Ms M of what Tesco's did then get wrong was greater than would otherwise have been the case. Given that I don't think the £50 that Tesco's offered for its error does enough to recognise the distress and inconvenience it caused Ms M. On balance I think the additional £75 our investigator recommended is reasonable in the circumstances of this case.

### **My final decision**

I've decided to uphold this complaint. Tesco Personal Finance PLC will need to put things right by paying Ms M a further £75 (meaning she'd receive £125 in total).

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 14 February 2024.

James Park  
**Ombudsman**