

The complaint

Mrs P complains that DAS Legal Expenses Insurance Company Limited unfairly declined a claim under her legal expenses insurance policy.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

In January 2024, Mrs P made a claim under her legal expenses insurance policy underwritten by DAS in relation to an employment dispute.

DAS declined the claim. It said Mrs P's policy only started in April 2023 and the incidents giving rise to her claim started before this date, so there was no cover under the policy.

Mrs P informed DAS that her policy had been in place since April 2022.

On further investigation, DAS found a previous policy in place for Mrs P – but it was with a different underwriter. It offered to transfer the claim to the previous underwriter, but Mrs P didn't want it to. She said she wanted DAS to handle the claim and she raised a complaint.

DAS maintained its decision to decline the claim but acknowledged there'd been some failings in its customer service. It paid £75 compensation to put things right.

As Mrs P remained unhappy, she contacted our Service. But our Investigator didn't think DAS had done anything wrong or unfair.

Mrs P has asked for an Ombudsman to consider her complaint, so it's been passed to me to decide.

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.

I'd like to reassure Mrs P that whilst I may have condensed what she's told us in far less detail and in my own words, I've read and considered all her submissions in full. I'm satisfied I've captured the essence of the complaint and I don't need to comment on every point individually, or possibly in the level of detail she'd like, in order to reach my decision. This isn't meant as a discourtesy, but simply reflects the informal nature of our service.

Mrs P's home insurance policy has been in place since April 2022. And whilst she's opted to have legal expenses cover included since the start, the underwriter of this part of the policy changed to DAS at her renewal in April 2023. As such, DAS are only responsible for claims which have arisen during its period of cover.

The terms and conditions of Mrs P's legal expenses policy underwritten by DAS says that, for cover to be provided, the date of occurrence of the insured incident must be during the insured period.

The policy defines "date of occurrence" as:

"For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events."

I've considered the information Mrs P has provided regarding her employment dispute to determine the approximate date of occurrence. I understand Mrs P wishes to pursue claims for discrimination.

I can see that a grievance hearing took place in January 2023 relating to issues of discrimination. Mrs P raised a further grievance which was heard in February and March 2024. I can see within this grievance that issues regarding sick pay between December 2022 and March 2023 have been raised. And issues relating to the earlier grievance were discussed.

Ultimately, whilst some incidents have occurred within DAS' period of cover, the start of the series of events giving rise to the claim appears to pre-date DAS' policy. It seems to me that the incidents started within the April 2022 to April 2023 period of cover so it's more appropriate that the previous underwriter considers this claim under their policy terms.

So I'm not persuaded DAS acted unfairly when it referred Mrs P back to the previous underwriter of her policy.

I appreciate this outcome will be disappointing for Mrs P. She can raise a claim to the previous underwriter if she hasn't already. And if she's unhappy with their response, she can raise a complaint which she can bring to our service in the same way as this one.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 10 September 2024.

Sheryl Sibley
Ombudsman