

The complaint

The estate of Mr L complains that DAS Legal Expenses Insurance Company Limited would not cover a legal expenses insurance claim.

Ms C represents the estate of Mr L.

What happened

Ms C wanted to make a claim for clinical negligence relating to treatment Mr L had received. Their home insurance policy included legal expenses insurance. She was referred to DAS but was told it didn't provide her legal expenses cover. She was then passed to a different firm, which did provide the relevant legal expenses cover and considered the claim, but said it wasn't covered.

Ms C complained that the claim should be covered by DAS but DAS maintained its view that it didn't provide her legal expenses cover.

When she referred the complaint to this Service, our investigator said:

- The other insurer had provided the legal expenses cover up to May 2022. It was then due to pass to DAS, but the policy didn't renew so DAS had never taken it on.
- The incident that led to the claim had happened before that date, when the other legal expenses insurer had been on risk. So DAS hadn't done anything wrong in declining to provide cover.

Ms C has requested an ombudsman's decision. She says DAS provided the legal expenses cover from 2021, so it should accept her claim.

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 appreciate Ms C has been through an extremely difficult time and finding out the policy didn't provide cover for the claim made this even harder. But for reasons I'll explain, the claim she wanted to bring wasn't covered by DAS.

Ms C and her partner Mr L had home insurance for a number of years and it included legal expenses insurance. The policy was sold by an intermediary but the cover was underwritten by an insurer. It renewed in May each year.

Until May 2022 the legal expenses cover was provided by one insurer. From the renewal in May 2022, the cover would have been provided by DAS but the renewal wasn't completed, so the policy lapsed. That meant DAS never provided the legal expenses cover.

The incident date for the claim Ms C wanted to bring on behalf of the estate of Mr L is in May 2021. At that time the cover was provided by a different insurer, as shown by the policy

schedule for May 2021. That insurer said the claim wasn't covered by its policy as there was an exclusion for clinical negligence claims. A complaint about that insurer's decision is being considered separately.

Ms C says she was told the policy moved to DAS in February 2021, so they were the insurer from the May 2021 renewal. However, the documents show DAS wouldn't have taken over the legal expenses cover until May 2022 – and the policy wasn't renewed, which meant DAS didn't provide the legal expenses cover.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask to accept or reject my decision before 6 January 2025.

Peter Whiteley
Ombudsman