

The complaint

Mr H's complaint is about a number of claims he made on his Accredited Insurance (Europe) Ltd ('AI') legal expenses insurance policy.

All references in this decision to AI includes their claims handlers.

What happened

Mr H initially approached his legal expenses insurer, AI, for help to remove police cautions, presumably from his record. AI said that this sort of claim wasn't something his policy would cover.

Mr H then sent AI a list of over 10 different parties he wanted to claim against but without any detail of the claims he wished to bring. AI reviewed this and said that cover wouldn't engaged as they couldn't establish that the claims were insured events.

Unhappy, Mr H referred his complaints to the Financial Ombudsman Service. He said the claims he wanted to bring were for personal injury, consumer disputes and identity theft and these were all matters his legal expenses insurance policy would cover.

Our investigator considered Mr H's complaint and concluded that it shouldn't be upheld. He said that there was no cover available under his legal expenses insurance policy for removing police cautions and it was unclear what the claims he wanted to bring against the other organisations were for. Because of this the investigator thought it was fair for AI to turn down his claims.

Mr H does not agree so the matter has been passed to me to determine.

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.

Having done so, I don't uphold Mr H's complaint for broadly the same reasons set out by the investigator in his view.

I've looked at Mr H's legal expenses insurance policy. Whilst it does offer cover for legal costs in pursuing disputes in certain circumstances for personal injury, consumer disputes and identity theft, I'm not satisfied that this extends to removing a police caution.

I've also considered the remaining claims Mr H wishes to bring. At present there is no detail to those claims, what they concern, what action he wishes to take and why. Rather he's listed a number of different parties he wishes to claim against and says his claims fall within the personal injury, consumer disputes and identity theft section of cover.

Whilst it's possible Mr H's claims might fall within those heads of cover, he hasn't supplied AI with enough information to understand what his claims are. And without that information, AI isn't able to consider his claims under the policy terms. As the investigator explained, the

onus is on a policyholder to establish they have a valid claim capable of cover. In the absence of that, I wouldn't expect an insurer to do anything more. And in this case, I'm not satisfied that Mr H has provided adequate detail to allow AI to consider his claims more fully. In light of that, I don't think AI did anything wrong by turning down his claims.

If Mr H provides AI with further detail about his claims and what they concern, then I would expect AI to reconsider that. But as things stand, I don't think AI need to do anything further.

Mr H should be aware that copying AI into emails to other parties will not amount to making a claim or be sufficient to provide them with the level of detail they need to consider his claims. If he wants those claims to be assessed, he will need to correspond with AI directly and provide them with the relevant information accordingly.

My final decision

For the reasons set out above, I don't uphold Mr H's complaint against Accredited Insurance (Europe) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 29 November 2024.

Lale Hussein-Venn
Ombudsman