

## **The complaint**

Mr O is unhappy with how Liverpool Victoria Insurance Company Limited handled a claim on his legal expenses insurance policy.

All references to LV include its agents and claims handlers.

## **What happened**

In June 2022 Mr O contacted LV seeking assistance with a claim relating to the maintenance of a shared right of way. And he asked if he could use his own solicitor. LV asked for further information including details of who the claim was against, a chronology of events, relevant correspondence and photographs. Initially it said a panel firm would need to be appointed but after considering further information from Mr O agreed to appoint his own solicitor if they agreed to its terms. But it would still require the information it had requested. And it clarified what was required at the start of July (and also requested a copy of Mr O's title deeds).

Mr O said he'd provided what LV asked for including an extract from the title deeds. And he said the issues began in April 2022. LV said it did require further information including the title deeds themselves. And it reiterated its position in mid-August. Mr O maintained that information had already been provided. He said he wouldn't be providing anything more.

Our investigator thought the request for information LV had made was reasonable and, having reviewed the emails Mr O sent, didn't think he'd provided what it asked for. And she thought it was reasonable LV had agreed to consider additional information Mr O more recently provided and explain whether any points remained outstanding. She also requested that LV should communicate with Mr O in large font in line with his preferences but didn't find evidence he'd asked for that to happen during the period she was considering in relation to this complaint.

Mr O didn't agree with her outcome. In summary he said LV hadn't been clear about what it needed and he had provided a timeline of events. He wasn't able to provide details of his neighbours or approach them for safety reasons. LV hadn't explained why it needed the title deeds and there would have been no point in him paying to obtain these if it wasn't going to agree to progress his claim. He thought its terms and conditions were unfair. He said any request for large print documents to LV would most likely have been made over the phone.

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.

The relevant rules and industry guidelines say LV has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

Mr O's policy does provide cover for the insured events it contains which include legal expenses relating to the protection of property. But the information he initially provided to LV about the claim he wanted to bring was limited. And it's a condition of the policy that a policyholder needs to *"provide at your own expense information relevant to your claim such as reports, photographs, plans or other supporting documents to help [insurer] and/or your legal representative assess whether...your claim is covered"*.

I don't think that's unfair; a policyholder does need to provide an insurer with the information they need in order to move their claim forward. Equally however where a policyholder has done that the insurer needs to progress matters. And if a policyholder has good reasons why they can't provide the requested information I'd expect an insurer to take reasonable steps in response to that.

In this case I think the questions LV asked were relevant to establishing more about the facts of the case so it could decide whether this claim was one the policy covered. And I think LV did make clear what it needed both in its initial request to Mr O and in subsequent emails. In particular I think it was reasonable it asked for a chronology to help establish what had happened and whether there were issues which predated the start of the policy.

Mr O's position is he did provide the evidence LV had asked for. And when he emailed it on 24 June he gave additional background information and appears to have attached photographs of the area. Following a further request for clarification from LV Mr O made clear his position was the problem had started in April 2022.

I don't think what he provided was a chronology and it clearly wasn't in the format LV had requested. But it did provide background to what had happened and addressed one of the key issues (when did Mr O believe the maintenance problem with the right of way had begun). And he'd already highlighted to LV that he had some challenging health issues. I think it was reasonable that, having considered that health information, LV agreed he could use his own solicitor to progress the claim (if they agreed to its terms of appointment). And if a more detailed chronology had been the only outstanding item I think it would have been appropriate for LV to progress the claim on the basis of the available information.

However, I don't think that was the case; there was other information which hadn't been provided. For example, Mr O hadn't provided his neighbour's details. I understand he had safety concerns about doing so but I'm not clear that's something he made LV aware of at the time. In any case I think the underlying question here is who was Mr O seeking to bring his claim against. Without a full answer to that I don't think it was unreasonable of LV to conclude this wasn't a claim it could progress. And letting LV have that information wouldn't have caused Mr O to have contact with his neighbours.

In addition LV asked Mr O for a copy of his title deeds. I appreciate that request wasn't made in its initial email but it followed a reference he'd made to information those deeds contained which he said was relevant to his case. I don't think it was unreasonable LV therefore asked for the actual deeds in order to ensure it had a complete picture of what they said. And that information has only recently been provided to LV.

I recognise Mr O was concerned about the cost he'd incur in obtaining that information. But given the policy terms I've already referenced and the relatively low charge for obtaining this documentation from the Land Registry I don't think it was an unreasonable request from LV. Overall, I don't think LV acted unfairly in saying it wouldn't be able to progress Mr O's claim until the information it had requested was provided.

Mr O also says LV didn't meet his need to have correspondence in large print. However, I've not seen a request for that in his emails to LV. He's suggested that request might have been made in a phone call. But there's no reference to that in the reasonably detailed notes LV has of conversations with him. Of course that request might not have been recorded by LV. However, if Mr O had asked for large print correspondence and LV hadn't acted on that I think it's likely he'd have raised that at the time (which he didn't do). So I can't say LV has done anything wrong here. I'm aware our investigator has made LV aware of Mr O's needs and is considering a separate complaint about its response to his subject access request not being provided in large print format.

### **My final decision**

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 14 March 2025.

James Park  
**Ombudsman**