

The complaint

Mr and Mrs W complain that PMGI Limited gave incorrect information about the cover available under their Family Legal Protection (FLP) insurance policy and didn't pass on a claim.

Where I refer to PMGI Limited, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

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

- Mr and Mrs W were part of a group action being pursued against a pension provider. They incurred legal costs.
- In 2022, Mr and Mrs W say they became aware that their previous FLP insurance policy had covered the legal costs incurred by other members of the group action.
- They raised a complaint to their broker – PMGI Limited – because:
 - enquiries were made at the time about available cover, and they were told there wasn't any.
 - They'd made it clear they wanted to make a claim, but this wasn't passed on to the insurer.
 - As they didn't think they were covered, they cancelled their policy in 2019 and, because of this, they can no longer make a claim.
- PMGI Limited say it has located all the calls it had with Mr and Mrs W and the only mention of the FLP cover was when they called to cancel the policy. At that time, it says it told Mr and Mrs W to contact the insurers directly and it provided the contact details.
- Mr and Mrs W brought their complaint to our Service. But our Investigator didn't uphold it. He said that, on listening to the call recordings, he wasn't satisfied Mr and Mrs W had been given incorrect information about cover nor that they were led to believe PMGI Limited would notify the insurer of a claim on their behalf.
- Mr and Mrs W didn't accept our Investigator's findings. They say PMGI Limited's call records are incomplete; and they've provided evidence of calls which are missing from 2022. They say this supports their assertion that more calls took place about the FLP insurance policy before they opted to cancel it in 2019.

The complaint has 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 Mr and Mrs W that whilst I've condensed what they've told us in far less detail and in my own words, I've read and considered all their submissions. I've taken everything into account, but I won't comment in detail on every single point that has been made. Instead, I'll focus on the key points that are relevant to the outcome I've reached. That's in line with our remit, which is to resolve complaints promptly and with minimal formality.

I've reached the same outcome as our Investigator, and for broadly the same reasons. I'll explain why.

- I've listened to the recording of a call which took place between Mrs W and PMGI Limited on 15 March 2019. In summary:
 - Mrs W says she understands her policy doesn't cover the new pension reforms when other insurance policies do, so she's obtained a quote from another insurer and wishes to cancel her policy.
 - PMGI Limited says it can find out if cover is available and Mrs W says it would be "interesting to know".
 - Mrs W is placed on hold whilst a call is made to the insurer's appointed claims handler. PMGI Limited returns to say the claims handler is looking into it and it will call Mrs W back when it has an answer. It says it would be the claims handler who makes the decision on cover and Mrs W may want to speak to them directly.
- I appreciate Mr and Mrs W say calls took place before this date where they were told cover wasn't available. PMGI Limited hasn't been able to locate any other calls. And whilst I don't disbelieve Mr and Mrs W, I'm mindful that these earlier conversations about cover weren't referred to on this call. Mrs W says she understands the claim isn't covered but doesn't indicate it was PMGI Limited who'd told her so. And she said it would be interesting to know if cover was available, which leads me to believe she didn't know for sure whether it was or not at that time.
- But even if I was satisfied that earlier calls took place and that Mr and Mrs W had been told there was no cover, I think this call would've cast doubt over any earlier advice. Mrs W was specifically informed that the claims handler was independent and would make decisions on cover, so Mr and Mrs W were on notice that if they wanted to know for sure if cover was available, they'd need to speak to the claims handler.
- PMGI Limited called Mrs W later that date and left a voicemail. It reiterated Mrs W could call the claims handler directly to establish if cover is available. I'm not aware that Mrs W did so.
- A further call took place on 19 March 2019, which I've listened to. In summary:
 - PMGI Limited advised Mrs W that the claims handlers hadn't come back to it with an answer.
 - It was suggested again that Mrs W speak to them directly and it was agreed PMGI Limited would email her the number.
 - Mrs W opted to continue with the cancellation of her policy anyway, despite not having received a definitive answer about available cover.
- I've seen an email from PMGI Limited to Mrs W later that day confirming cancellation of the policy and providing the number for the claims handlers. The FLP policy

booklet was attached which set out the available cover and the process of how to make a claim.

Based on the information available, I'm satisfied Mr and Mrs W were sufficiently informed that if they wanted to know whether their policy covered their legal costs relating to the group action, they needed to contact the claims handlers. I've found no evidence that Mr and Mrs W were told by PMGI Limited that they weren't covered nor that they were misled into believing PMGI Limited had notified a claim to the insurers on their behalf.

I recognise Mrs W's strength of feeling that there is missing evidence which would show me she was given incorrect information. Unfortunately, PMGI Limited hasn't been able to locate the calls she's referring to. Where there is a lack of evidence, I have to determine what I think is more likely to have happened based on the balance of probabilities.

As I've explained above, I think that if Mr and Mrs W had been given earlier advice on cover then it's more likely than not Mrs W would've referred to it in the March 2019 calls. And even if she didn't, the most recent advice she'd received at the point of cancelling her policy was that available cover was unknown, and she'd need to call her insurer's claims handler to find out.

Mr and Mrs W opted to cancel their policy and didn't notify their insurer of their claim until several years later. Whilst this is unfortunate and I appreciate the position this leaves Mr and Mrs W in, I can't fairly hold PMGI Limited responsible.

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 Mr W and Mrs W to accept or reject my decision before 22 August 2025.

Sheryl Sibley
Ombudsman