

The complaint

Mrs B is unhappy with what One Insurance Limited did when she sought assistance from her legal expenses insurance policy.

What happened

In March 2024 Mrs B took out home insurance and added legal expenses cover to that. She says she contacted One on 17 July seeking assistance with legal problems. But despite making a number of calls that day she wasn't able to speak to anyone who could help. So she cancelled her legal expenses policy (via a broker) and was refunded the premium.

One said it didn't have any record of calls from Mrs B's number at the relevant time and there were no reports of any problems with its systems. And it didn't think the issues she was seeking assistance with were ones that would be covered by her policy.

Our investigator said Mrs B's evidence did show calls to One's claims number. But it didn't have a record of these. In any case the issues Mrs B told us she was unhappy with weren't ones her policy would have assisted with. So while it must have been frustrating if she hadn't been able to contact One she didn't think the policy would have engaged if she had done so. And Mrs B had already received a refund of the amount she paid for this policy (from the broker). She didn't think there was any further action One needed to take.

Mrs B didn't agree. She said she hadn't received a refund of the total amount (including add ons) she paid for her home insurance. And if she'd been able to obtain legal advice she'd have discussed an employment issue which was something her policy covered. She said we should investigate whether this policy should have provided legal help as others did (including one she'd subsequently taken out). She thought One should refund the full premium she paid for her insurance plus compensation.

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 One has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably

In this case it's not clear what contact Mrs B had with One in relation to the issues she wanted assistance with. I've seen its call records which don't show any contact from Mrs B's number. But Mrs B has provided her own records which do indicate there were six calls made to One's claims number on 17 July 2024. It doesn't show whether those calls were answered or what their duration was. But given there is a record of those calls and Mrs B has been able to provide her recollections of what was said I think it most likely she did have some contact with One on that day.

She says it didn't provide her with the assistance she wanted. She's drawn attention in particular to the legal advice other policies (including her current one) offer. And she's right that legal expenses policies often offer a legal helpline which can provide general advice on legal matters (including ones the policy itself may not cover). That's something her current policy includes. But it isn't something her policy with One appears to offer. There's no reference in the terms to it offering a legal helpline. And while it does say after a claim is made "*a specialist solicitor will review your case and contact you accordingly to provide advice*" that's only in relation to the legal disputes covered by the policy.

It doesn't appear the disputes Mrs B initially said she wanted assistance with are ones that would be covered by her policy. The broker's notes say she wanted assistance with a claim against a retailer for poor customer service. That isn't in itself something her policy covers (it does include consumer disputes but it's not clear from the information provided this claim would fall within that section). Mrs B told our investigator she also wanted to pursue a claim against her neighbour for criminal damage to her car. Again that isn't in itself something the policy would cover. And while Mrs B subsequently said she'd have raised an employment matter it's unclear what stage that had reached or what it related to.

So I'm not satisfied that, even if Mrs B had been able to contact One, these are claims it would have been able assist with or advise on. And Mrs B cancelled her legal expenses policy immediately the problems in contacting One arose. I appreciate it will have been frustrating if she wasn't able to speak to someone who could assist. But I think it would have been open to her to separately complain about those matters while still trying to pursue claims under the policy. Her decision to cancel the policy prevented her from doing that.

Mrs B says she hasn't received a full refund of the premium she paid. I think it's clear that relates to her home insurance (or other covers associated with that). Mrs B would need to pursue those concerns against the business responsible for those decisions. One Insurance isn't the insurer of her home insurance and wouldn't be responsible for refunding premiums paid for it. Mrs B has received a full refund of the amount she paid for her legal expense cover. I don't think the nature and extent of any distress and inconvenience she was caused by anything One got wrong in July 2024 warrants further action on its part.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 25 July 2025.

James Park
Ombudsman