

The complaint

Mr M has complained that Qmetric Group Limited trading as Policy Expert mis-sold him legal expenses insurance cover.

What happened

In 2022, Mr M took out a household insurance policy through Qmetric online. The cover included 'select' legal expenses cover at no extra cost. The policy was automatically renewed in 2023 and in 2024, Mr M renewed the policy online.

In early 2025, Mr M contacted his insurer as he wanted to claim for the legal costs involved in an employment dispute. The insurer told Mr M the policy did not cover employment disputes, so his claim was not covered.

Mr M is very unhappy about this. He says the policy documentation Qmetric provided is misleading, as it says it "*provides advice and assistance on any private legal problem under UK law*", which he assumed meant that employment disputes would be included. Qmetric didn't make him aware that the policy didn't cover him for employment disputes.

Mr M also says Qmetric should also have informed him that he could have selected an upgraded 'plus' legal expenses cover that would have included employment cover, when renewing the policy. Mr M says he resigned from his job under the assumption that he had legal cover to support his claim and, as a result of Qmetric's failure to inform him he did not, he faces significant legal costs that could have been avoided.

Qmetric does not accept it has done anything wrong. It says Mr M completed the online renewal process and had the option to select the upgraded cover, which would have included employment disputes, but didn't do so. Qmetric says the online process was clear and so was the documentation provided afterwards, which set out what legal disputes were covered under the policy Mr M did select.

As Mr M was not satisfied with Qmetric's response, he referred his complaint to us. Mr M has also said that Qmetric escalated his concerns to a complaint, instead of responding to the queries he'd raised informally, which shows a lack of transparency.

Mr M asks that Qmetric covers his legal expenses up to £25,000, in line with the cover he says he was entitled to think he had, or provide fair compensation for his financial loss, as the lack of insurance has left him a significant disadvantage in his legal claim.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld, as she was satisfied Mr M had been provided with sufficiently clear information about the cover provided.

Mr M does not accept the Investigator's assessment, so the matter has been referred to me.

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.

When considering what is fair and reasonable, I am required to take into account relevant law and regulations; regulator's rules, guidance and standards, and codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

The Financial Conduct Authority ("FCA") Handbook sets out a number of rules and guidance that I consider applicable to this case. These include the Insurance Conduct of Business rules ("ICOBS"); FCA's high-level standards: the Principles for Businesses; and the FCA Consumer Duty.

The Insurance Conduct of Business Sourcebook says that those selling insurance have a responsibility to provide appropriate information about a policy in good time, in order to put the customer in a position where they can make an informed choice about the insurance they are buying. This includes providing clear information about the main cover and any significant or unusual terms before the conclusion of the sale.

The FCA Principles of particular relevance to this complaint are:

Principle 6: *"A firm must pay due regard to the interests of its customers and treat them fairly."*

Principle 7: *"A firm must pay due regard to the information needs of its clients, and communicate information to them in a way which is clear, fair and not misleading."*

And

Principle 12: *"A firm must act to deliver good outcomes for retail customers"*.

The Consumer Duty adds to the above rules requiring financial firms to communicate in a way which is clear, fair and not misleading by requiring firms to take into account things like the complexity of a product, the method of communication and any vulnerability and other characteristics that might relate to how consumers receive communications.

As Qmetric was not offering advice about cover, it did not have to consider whether the policy was suitable for Mr M but it did have to give clear information as set out above.

I am only going to consider the renewal in 2024, as that is the policy that was in force at the time of the claim. I have carefully considered what happened during the renewal and the information provided by Qmetric.

The renewal was completed online. The main purpose of the transaction was home insurance cover and with that the insurer offered a 'free' add-on legal expenses policy.

A 'demands and needs' statement for the legal expenses cover was provided. It says:

"This product meets the demands and needs of a someone who wants protection against legal or expert costs that offers:

- £25,000 of cover per accepted claim (up to a maximum of £25,000 a year) towards professional fees for:*

1. *Personal injury ...*
2. *Consumer disputes ...*
3. *Buying and selling property ...*
4. *Protecting property from damage ...*
5. *Identity theft ...*

The policy also provides access to a free legal advice helpline.”

I think this is clear and I don't think it could reasonably be interpreted as meaning employment disputes (or any other type of dispute not mentioned) would be covered in addition to those listed.

Mr M was also sent an Insurance Product Information Document (“IPID”) which says: “*We will pay for the following insured events that arise during the period of insurance*” and lists the same five types of legal dispute covered as above. As stated, employment disputes are not included.

Mr M says it was reasonable to assume that employment disputes would be covered in the absence of any specific statement that they weren't. However, I do not think that Qmetric needed to specifically point out in the documentation provided, or in any other way to Mr M, that employment disputes would not be covered, when there is nothing to indicate that they are covered in the first place.

I think the documents are sufficiently clear that there are five specific types of dispute covered and employment disputes are not included.

Mr M also says that the documentation was misleading because it says the policy provides “*advice and assistance on any private legal problem under UK law*”. However, he only quoted part of the sentence. This wording is included in a sentence below the list of cover and says “*The policy also provides free access to a legal helpline service, providing advice and assistance on any private legal problem under UK law*”. I don't think this changes the interpretation of the list of legal disputes covered and I don't think it is misleading, as the policy does include access to a free legal helpline which will provide general advice on any legal issue.

I think the information provided to Mr M about the legal expenses policy in these documents is clear, fair and not misleading. Mr M however says that overall he was not presented with the information required, as he was not informed there was an alternative cover available that would have covered employment disputes. I will go on to consider that point.

Should Qmetric have done more to inform Mr M that more comprehensive 'plus' legal expenses cover was available?

Mr M says if it had been made clear to him during the renewal process that there was the option of a more comprehensive policy that would have provided cover for employment disputes, he would have known the free 'select' policy did not cover employment disputes; the absence of this information meant he was not given clear, fair and not misleading information about the cover.

Mr M has provided a screenshot of the renewal process on line which shows that legal expenses 'select' cover had already been selected and says there was no other information that would have led him to be aware of the option to upgrade the cover. In contrast he says the options for different levels of cover for home emergency insurance were clear.

Qmetric says the two legal expenses cover options were made clear in the renewal process. It has provided a screenshot of the same page that Mr M has provided, which shows that legal expenses 'select' cover had been selected. Beneath the button that shows this selection, is a button to press for more information. Qmetric has also provided a screenshot of the page that it says would appear if the more information button was pressed. This page shows both levels of legal expenses cover available and sets out the main differences in cover, including that employment disputes are only covered if the legal expenses 'plus' option is selected.

I have also carried out a 'dummy' application and was presented with the two options for legal expenses cover. I understand that because Mr M was renewing his policy, the 'select' level of legal expenses cover would already have been pre-selected, so the two options may not have appeared immediately as they did for a new application, I have no reason to doubt that he could have accessed the information about both levels of cover available in the way Qmetric has said.

In any event, even if I thought Qmetric should have made clearer that employment disputes were not covered under the legal expenses cover Mr M had - which I don't for the reasons given above - it seems to me unlikely this would have made any difference to Mr M's position. I will explain why.

Mr M has not said that cover for employment disputes was of particular concern to him at the time of renewal. Rather he has said that if he had been aware he didn't have cover for employment disputes, he would have delayed his resignation until he'd got alternative legal expenses cover, or upgraded the policy. However, apart from specific after-the-event legal expenses policies, most legal expenses insurers would exclude cover for disputes that arise before the start of the policy. The start of the dispute would not be the date Mr M resigned but would usually be considered to be the events that led to his resignation. So, it seems to me unlikely that he would have been able to get another legal expenses policy that would have covered the claim.

Previous ombudsman decisions

Mr M has also referred to decisions made by this service on other cases that he says support his complaint that the information provided to him was not sufficiently clear.

I am tasked with determining what I consider to be the fair and reasonable outcome in all the

circumstances of this complaint. This requires me to consider fairness and reasonableness as it pertains to both parties, and not just to the complainant. I am not bound to follow views expressed by Investigators, or other Ombudsmen decisions, if I believe that a different outcome would be fair and reasonable. However, while we do not have a system of precedent, I do recognise the importance of consistent decision making and have therefore given careful regard to the decisions of this service to which reference is made by Mr M. Having done so, I do not think they impact my consideration of his complaint. I will explain why.

The decisions referred to by Mr M all concerned the information provided to the policyholders at renewal of their policies. In those cases, the deciding ombudsmen determined that the information given to the policyholders was not sufficiently clear. They all turned on their individual merits.

Having considered all the evidence provided in this complaint, and taking account of all the regulatory requirements on Qmetric set out above, I have determined on the facts of Mr M's case, that the information provided to Mr M was sufficiently clear that employment disputes were not covered.

Complaint

As the Investigator already explained, complaint-handling is not a regulated activity in its own right, so I cannot consider Mr M's complaint about the fact that Qmetric started a formal complaint process that he says he did not instigate, rather than answer his questions. Having said that, I would point out that Qmetric is obliged to consider any expression of dissatisfaction and deal with it. And its actions did not prevent Mr M from being able to raise his full complaint with Qmetric and also refer it to us.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 21 November 2025.

Harriet McCarthy
Ombudsman