DRN-5720883

The complaint

Mr A complains that Royal & Sun Alliance Insurance Limited ("RSA") trading as More Th>n declined a claim on his legal expenses insurance policy.

Where I refer to RSA, this includes its agents and claims handlers acting on its behalf.

What happened

Mr A took out home insurance with RSA, which included legal expenses cover. The policy started on 7 March 2024.

In April 2024, Mr A made a claim on the legal expenses section of the policy to cover the legal costs of a dispute with his neighbour. He said the neighbour had removed his fence and built a wall right up to, or over, his boundary.

RSA asked for information from Mr A, including a timeline of events, so it could establish whether the claim was covered. RSA didn't receive the additional information.

Based on the information it had, RSA declined the claim saying the date of occurrence was either before the policy started, or within the first 90 days of the policy, and there was no cover in these circumstances.

Mr A disagreed and made a complaint. Our investigator said RSA's decision was fair but Mr A disagreed. He said the claim should have been dealt with promptly, but RSA kept asking unnecessary questions and then declined it, relying on terms hidden in the 'small print'.

The investigator didn't change his view. He said any delay was due to asking for information from Mr A, and it was reasonable for RSA to do that. And he said the terms RSA relied on were highlighted and not just contained within the full terms and conditions.

Mr A remains unhappy and so I need to make a 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 industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim, and not unreasonably reject a claim.

The policy includes cover for the type of claim Mr A wanted to pursue, but this is subject to the terms and conditions set out in the policy document. For the type of claim Mr A wanted to make, there is no cover:

- where the date of occurrence is before the start of the policy;
- concerning any act, omission or dispute occurring before or existing at the start of the policy, which Mr A knew (or ought to have known) could have given rise to a dispute;

- where the date of occurrence is less than 90 days after the insurance first started.

Date of occurrence is defined as "*the date of the event that leads to a claim. If more than one event arises at different times from the same cause, the date of occurrence is the date of the first event. This may be before the date you first became aware of it."*

Terms like this are not unusual in legal expenses policies. Insurance is intended to cover the risk of something happening in the future, not something that has already started before someone takes out the policy. And the terms were highlighted in the Insurance Product Information Document (IPID) so Mr A had been made aware of them.

For Mr A to be covered, RSA would need to be satisfied there was no dispute when the policy started on 7 March 2024, or within 90 days after that.

In the first instance, it's for the policyholder – in this case, Mr A – to prove their claim.

RSA asked Mr A for details of his dispute with the neighbour, including a timeline of events. It explained why it needed this information from him. The policy terms require him to provide information such as this and It was reasonable to ask for it; RSA needed to establish when the dispute started.

Mr A said the dispute only started on 3 April 2024, when he saw the wall. But I think it was reasonable for RSA to ask for more details, as the information it did have indicated this wasn't the start of the problem. Mr A had referred to the fence being taken down some weeks before that, and to previous correspondence he had sent to the neighbour. It seems the building of the wall was not an isolated event. If this was part of an ongoing issue between Mr A and his neighbour, it was reasonable to establish when those issues had started.

As Mr A didn't provide any more details, RSA made a decision based on the information that was available. This shows the dispute likely started before he took out the policy but if not, certainly by 3 April; in Mr A's own words, he was in dispute by then. That was just a few weeks after the policy started and well within the first 90 days. On this basis, I'm satisfied the decision was in line with the policy terms and was fair; there's no cover in these circumstances.

It did take some months for RSA to consider the claim and make a decision – but that was because it was chasing Mr A for information, which he didn't provide. Mr A says RSA delayed things by asking "silly questions" but, as I've explained, I think the information requests were reasonable. RSA also asked Mr A whether he had legal expenses insurance before this policy started and said, if he'd had continuous cover, it might be able to help him. Mr A didn't reply to that question.

There wasn't any unnecessary delay by RSA.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 September 2025.

Peter Whiteley
Ombudsman