

## The complaint

Mr H's complaint is about the way in which his Lloyds Bank General Insurance Limited ('Lloyds') legal expenses insurance policy was sold to him.

Mr H says the policy was mis-sold.

Mr H's complaint is brought by his representative, but I shall refer to all submissions made on his behalf as his own for ease of reference.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I'll focus on giving my reasons for my 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.

Having done so, I don't uphold Mr H's complaint for broadly the same reasons set out by the investigator. Before I explain why I wish to acknowledge the volume of submissions he's made and his strength of feeling about his complaint. Whilst I've considered them all I won't be addressing everything. That's not intended to be disrespectful, rather it's representative of the informal nature of the Financial Ombudsman Service.

Here are my reasons for my decision.

- Mr H's complaint is about the information he was given by Lloyds about a change of wording in his legal expenses insurance policy at renewal in 2022, when the underwriter of the policy changed. Mr H says that the new wording restricted his ability to bring a claim on the policy in respect of worker's rights rather than those of employees when compared to the previous policy wording. The issue for me to determine is whether Lloyd's did something wrong here when it offered the policy to him on the terms available in the way that they did.
- The policy was sold on a non-advised basis. That means it was for Mr H to satisfy himself that it was suitable for his needs and circumstances, but Lloyds had to provide him with clear, fair and not misleading information to enable him to make that decision. From the information Lloyds have presented I can see that Lloyds did explain to Mr H that his legal expenses insurance provider would be changing. They also supplied an Insurance Product Information Document (IPID) explaining what the new policy would cover. It said, "*Disputes relating to your contract or future employment for your work as an employee*". I think it's clear from that document that employment cover would therefore only extend to his work as an employee and not a worker. I appreciate Mr H feels this is a material change from previous policies. But even if that's right I don't think this makes a difference. Insurers are entitled to determine what risks they're prepared to cover. As long as they made this clear, we wouldn't say they did something wrong. For

the reasons I've set out, I think the extent of the cover offered here was clear. Because of that I don't think they did anything wrong here.

- Mr H maintains that the policy Lloyds previously provided him offered cover for workers. Whilst it's right that a claim for legal expenses insurance might well have been accepted on this basis, that doesn't mean that the wording he has quoted explicitly provided cover for workers just because it referred to cover extending to "*your work as an employee*". There's nothing in those words that persuades me that this meant cover for workers, freelancers and contractors was previously available. His suggestion that it was isn't in my view compelling. It might be that a previous insurer accepted his claim on this wording but that doesn't mean it had to.
- Mr H says that he was never provided with a full copy of the renewal pack he was supplied with at the time he took out the policy in 2022. In particular, he says Lloyds haven't supplied a leaflet he recalls that referred to the provider of the insurer changing. He feels this is fundamental in demonstrating the inadequacy of the information given to him. Lloyds have said they're not able to provide any further documents other than those already supplied. Even if it's right that one particular leaflet didn't explain a change of wording in the employment cover available, that doesn't mean that Lloyds didn't supply Mr H with enough information to make clear what this particular policy covered. The IPID did make that clear in my view to the extent he could have consulted the policy wording if he was worried that it might not extend to claims by workers if he wanted to or contacted Lloyds to enquire about this at the time. I can't say his failure to do so meant Lloyds did something wrong here.

### **My final decision**

For the reasons set out above, I don't uphold Mr H's complaint against Lloyds Bank General Insurance Limited

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 8 January 2026.

Lale Hussein-Venn  
**Ombudsman**