

## **The complaint**

Mr H's complaint is about a claim he made on his INTACT INSURANCE UK LIMITED ('Intact') legal expenses insurance policy which was declined.

Mr H says he was treated unfairly and wants Intact to cover his claim.

Mr H's complaint is brought by his representative, but I shall refer to all submissions made on his behalf as being 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.

- The starting point is the policy terms. They provide cover for *"A dispute relating to your contract of employment or future employment for your work as an employee."* Intact declined Mr H's claim for cover on the basis that his claim was in relation to his rights as a worker rather than an employee in relation to a contract of employment. The issue for me to determine is whether it was fair for Intact to do so.
- It's clear to me that the claim Mr H was making was not in relation to a dispute relating to a contract of employment for his work as an employee. Rather it was in relation to his rights as a worker. There is nothing in the information he has provided that suggests to me that he has established he is an employee pursuant to a contract of employment and as such I'm satisfied that the policy doesn't engage here. Equally I don't think the policy terms are unclear or ambiguous in any way in this case.
- Like the investigator I don't doubt that Mr H has a claim that can be litigated in the Employment Tribunal but that doesn't mean it is one for which cover is available under the policy terms. An insurer is entitled to determine which risks it's prepared to cover and, in this case, Intact's policy only extends to claims in relation to disputes relating to a policyholder's contract of employment or future employment for their work as an employee. This means it doesn't extend to any other arrangements such as workers or those who are self-employed. And I don't agree that specific exclusions needed to be

placed on the policy to make that clearer. On that basis I'm not persuaded that cover is available to Mr H.

- I appreciate that Mr H is disappointed that this present policy doesn't cover him for a claim as a worker when he says a previous policy did provide him with this protection. That's not something Intact are responsible for. Policy terms are subject to change at renewal and in this case those terms might not have mirrored previous policies in place with either the same or previous insurers. Whatever the case, this specific policy does not provide cover and Intact is not bound by previous policies Mr H might have taken out that did.
- I appreciate my decision will be disappointing for Mr H, but I hope I've provided him with a thorough explanation of why I won't be upholding his complaint.

### **My final decision**

I don't uphold Mr H's complaint against INTACT INSURANCE UK LIMITED.

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

Lale Hussein-Venn  
**Ombudsman**