

The complaint

V, a company, complains about a claim it made on its Alwyn Insurance Company Limited ('Alwyn') landlord's legal protection insurance policy, which was declined.

V says Alwyn treated it unfairly.

V's complaint is brought by Mr S, but I shall refer to all submissions as being V's own for ease of reference.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll concentrate 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 agree broadly with the findings of the investigator and don't uphold V's complaint. These are my reasons:

- The starting point is the policy terms. They say "*d) We will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance*". So, the issue for me to determine is if the circumstances giving rise to the claim existed before cover was in place here.
- V's claim is for legal assistance to help evict its tenants. But in this case the tenants were in arrears before the policy was in place. The purpose of insurance cover like this is to engage for issues that may or may not happen but not for problems that a policyholder knew or ought reasonably to have known would result in a claim. The fact that V's tenants were in arrears of rent before the policy started satisfies me that there were clearly circumstances that gave rise to a claim before the insurance started. For that reason, I take the view that Alwyn were entitled to decline V's claim in the way that they did.
- V has said that some of the arrears of rent were cleared by both the council and the tenant. But I don't think that makes a difference. The fact that those arrears started to run and remained after the policy was in place and that the claim here is in response to those arrears satisfies me that Alwyn have relied on the policy exclusion I've quoted above reasonably.
- V has said it also wants to claim against its tenants for anti-social behaviour. Given the exclusion applicable to this claim, I don't think this makes a difference. Ultimately a claim for eviction would also include a claim for rent arrears. As such cover for this course of action is not available. But even if that wasn't the case, Alwyn have said that there is no cover for such a claim because the policy only extends to such claims with parties who

are not V's tenant. I've considered the policy terms and agree with that interpretation. As such I don't think Alwyn did anything wrong here by declining the claim on that basis.

My final decision

For the reasons set out above, I don't uphold V's complaint against Alwyn Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask V to accept or reject my decision before 5 January 2026.

Lale Hussein-Venn
Ombudsman