

## **The complaint**

Mrs D and Mr F complain that SCOR UK Company Ltd incorrectly accepted a claim under their legal expenses insurance (LEI) policy, misleading them into believing they had cover.

Where I refer to SCOR, this includes the actions of its agents and claims handlers for which it takes responsibility.

## **What happened**

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

- In 2025, Mrs D and Mr F made a claim under their LEI policy. They said their neighbours were causing a nuisance, which was affecting their health.
- SCOR accepted the claim on the basis the policy provides cover for a public or private nuisance or trespass relating to property which the policyholder owns. It asked Mrs D and Mr F to pay the policy excess of £250 – which they did.
- Solicitors were subsequently instructed, who reviewed the claim. And it was noted that Mrs D and Mr F were tenants, rather than property owners. As they don't own the property affected by the nuisance, it was determined that the circumstances of the claim fell outside of the policy cover.
- Mrs D and Mr F raised a complaint. They said, in summary, they'd been misled into believing they had cover under their policy which has resulted in financial loss, legal disadvantages, and a serious deterioration to their health.
- SCOR acknowledged it had incorrectly accepted the claim and upheld the complaint. To put things right, it refunded the policy excess and paid £150 compensation.
- Mrs D and Mr F didn't think this went far enough to resolve things. So, they brought their complaint to our Service. But our Investigator was satisfied SCOR didn't need to do anything more.

As Mrs D and Mr F didn't agree with our Investigator, the complaint has been passed to me to decide.

## **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've reached the same outcome as our Investigator, and for broadly the same reasons. Before I explain why, I wish to acknowledge the parties' submissions in respect of this complaint. Whilst I've read them all, I won't comment in detail on every single point that has been made. Instead, I'll focus on the key points that are relevant to the

outcome I've reached. That's in line with our remit, which is to resolve complaints promptly and with minimal formality.

The terms and conditions of Mrs D and Mr F's LEI policy says it will cover:

*"Property*

*A dispute relating to visible property which you own following...a public or private nuisance or trespass provided that where any boundary is in dispute, you have proof of where the boundary lies."*

Mrs D and Mr F don't own the property they reside in; they rent it. So, this claim wasn't covered. Unfortunately, SCOR's claim team didn't pick up on this. I can understand why, as it wasn't made clear in the claim form or accompanying emails that this was the case, but it was within the supporting paperwork.

SCOR acknowledges that it made a mistake by accepting the claim and taking payment of the policy excess. So I don't need to make a finding on whether or not SCOR has done something wrong here – it has. What I need to decide is whether it's done enough to put things right based on the impact its action have caused.

Where a mistake has been made, it's not our role to fine or punish a business. Instead, we'll ensure the customer has been put back in the situation they would've been in had the mistake not occurred. And where that isn't possible, we may direct a business to pay a compensation award which reflects the impact its actions have had on its customer.

Looking at the timeline of events, I can see that Mrs D and Mr F were under the incorrect impression that there was cover for their claim for a period of approximately four weeks. This was from 21 January 2025 when SCOR accepted the claim until 19 February 2025 when they were informed by the solicitor that the claim was declined. In addition, Mrs D and Mr F were unnecessarily out of pocket by £250 in respect to the policy excess for a period of approximately eight weeks.

SCOR has refunded the policy excess, which is what I'd expect them to do. And it's factored in the 8% simple interest per annum of £3.01 within its compensation payment. I'm not aware of any other financial losses.

Mrs D and Mr F have told us they suffered a legal disadvantage due to SCOR's mistake as they couldn't pursue alternative legal routes during the time their claim was with SCOR. But I haven't seen any evidence of this in the form of a legal opinion. From the information provided, I haven't identified any missed deadlines or expiring limitations within the four weeks that SCOR had incorrectly accepted the claim. I appreciate Mrs D and Mr F were keen to move forward with legal action to put a stop to the problems they were facing, but I'm not persuaded the four-week delay caused any actual detriment to their legal position.

Mrs D and Mr F also say their health has suffered. Specifically, Mrs D has provided medical evidence that she experiences migraines as a result of stress.

I'm certain that when Mrs D and Mr F found out they weren't in fact covered for this claim, after thinking they were for four weeks, they would've been distressed and inconvenienced. But I'm persuaded the impact here more likely arises as a result of being told they don't have insurance cover for this claim – which was always the case. If SCOR had handled the claim correctly from the outset, Mrs D and Mr F would've still received this information – albeit sooner. I'm mindful that Mrs D and Mr F were already suffering with their health due to the neighbour's actions, which they'd stated on their claim form to SCOR initially. So whilst I've

not doubt SCOR's mistake would've been distressing at an already difficult time, I'm not satisfied it is responsible for all the impact Mrs D and Mr F experienced in this respect.

Overall, I'm satisfied the compensation of £150 adequately reflects the mistake, the four-week delay in getting the correct outcome on the claim, and the interest of £3.01 for being out of pocket the policy excess. So I'm not persuaded SCOR need to do anything further to resolve this complaint.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr F to accept or reject my decision before 20 October 2025.

Sheryl Sibley  
**Ombudsman**