

## The complaint

Mr T's complaint is about a claim he made on his Financial & Legal Insurance Company Ltd ('F&L') landlord's rent protection and legal expenses insurance policy, which was declined.

Mr T says F&L treated him unfairly

## 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 T's complaint for broadly the same reasons set out by the investigator in her decision. Before I explain why, I wish to acknowledge all of the submissions Mr T has made. Whilst I've read and considered them all, I won't be addressing everything he's said. That's not intended to be disrespectful. Rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll concentrate on the crux of his complaint, namely whether F&L treated him unfairly.

The starting point is the policy terms. They cover rent guarantee in respect of the amount of an undisputed and unpaid rent before vacant possession is obtained provided F&L have accepted the claim under the Tenant Eviction section of the policy and *the amount in dispute exceeds the amount shown in the Schedule of insurance* (my emphasis). In Mr T's case the amount shown in the Schedule is set out to be £500 as the minimum amount in dispute.

It's correct that Mr T's original claim as submitted exceeded £500 however a few days after the claim was made Mr T told F&L that part of the outstanding rent had been paid. As a result the amount in dispute reduced to under £500. It was for this reason that F&L declined his claim. Mr T feels this is unfair. I don't agree. The amount Mr T was claiming for might well have been more than the minimum amount to start with, but his loss ultimately was not and the purpose of this insurance was to cover that loss. Given the loss fell below the sum set out by the policy, F&L were not obliged to cover his claim. As such I don't think they did anything wrong here.

Mr T has made submissions about his honesty in confirming the part payment causing detriment to him. Mr T had a duty to keep F&L up to date with all developments with accurate and true information about his claim. My view is that he was obliged to tell F&L if he'd received anything back in rent that was due to him and if he had not done so, the amount he was claiming for would ultimately have been fraudulent. So, whilst I understand why he's made this submission, I'm not persuaded that the consequences of making a fraudulent claim would have been preferable to him in the circumstances.

Mr T has also complained about the time it took F&L to decline his claim. Five working days

is not in my view long at all. And this made no difference to the outcome of the claim in any event, which I have already determined was fair. As such I'm not satisfied that Mr T has suffered any detriment here.

### **My final decision**

For the reasons set out above, I don't uphold Mr T's complaint against Financial & Legal Insurance Company Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 13 February 2026.

Lale Hussein-Venn  
**Ombudsman**