

The complaint

Mrs W's complaint is about a claim she made on her SCOR UK Company Ltd ('SCOR') legal expenses insurance policy.

Mrs W says SCOR treated her unfairly.

In this decision all references to SCOR include their claims handlers.

What happened

The details of this complaint are well known to both parties, so I won't repeat it 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 Mrs W's complaint for broadly the same reasons set out by the investigator. This is why.

- The starting point is the policy terms. They exclude *“any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which the insured believed or ought reasonably to have believed could lead to a claim”*. SCOR declined Mrs W's claim because they said her dispute with her employer started before the start date of the policy. The issue for me to determine here is whether that was fair.
- It's clear from the details supplied by Mrs W that her dispute with her employer over pay started well before the policy was in place. She set out in her claim to SCOR that her claim was for equal pay and that she has been in dispute with her employer about this for years but she had been trying to resolve matters without litigation. In her grievance to her employer, Mrs W said the matter had been dragging on since July 2022 which was before the policy started to run. So, I'm satisfied that the dispute itself existed at the start of the policy.
- I have gone on to consider whether Mrs W believed or ought reasonably to have believed that this dispute could lead to a claim. She argues that she did not believe this because she was trying to resolve the matter without recourse to litigation. Mrs W says that it was only after she had exhausted all of the internal processes with her employer that it came to her attention the matter could lead to a claim and by that point the policy had started to run. I don't agree that Mrs W's interpretation means her claim should be covered under this policy. Insurance like the one she purchased is intended to provide cover for problems that may or may not happen. There are specialist policies for known problems, like the dispute Mrs W had with her employer. But this is not one of them. In Mrs W's case she was already in dispute with her employer when she took out cover. That, in my judgment, means that she ought reasonably to have believed that her dispute *could* lead to a claim, as it did in this case. The term I have quoted above is

intended to prevent policyholders from taking out cover for known problems and in this case that problem was known to the extent that Mrs W was in dispute with her employer over her pay. The fact that Mrs W was trying to resolve the dispute in other ways does not remove the problem being known or the fact that it *could* (rather than would) lead to a claim. For that reason, I don't think it was unreasonable for SCOR to turn down her claim in the way that they did.

- Mrs W has referred to having a previous policy in place that did not cover her for this dispute either. I can't comment on that in this decision save to say that the correct policy to claim on for this sort of dispute would be the one that was in place immediately before the dispute with her employer arose. If she has made a claim on a policy like that and the same has been declined then she is entitled to complain about that to this Service once the insurer of that policy has addressed that complaint, or 8 weeks have elapsed since her complaint to them- whichever is the soonest.

My final decision

For the reasons set out above, I don't uphold Mrs W's complaint against SCOR UK Company Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 24 February 2026.

Lale Hussein-Venn
Ombudsman