

## **The complaint**

Ms D's complaint is about a claim she made on her Inter Partner Assistance SA ('IPA') legal expenses insurance policy.

Ms D says IPA treated her unfairly.

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

## **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.

Before doing so, I wish to make clear that I can and am only looking at the complaint Ms D made to IPA that was answered by them in their final response letter dated 12 November 2024. Whilst I appreciate that Ms D is unhappy about several issues that have unfolded since she made that specific complaint, I am not able to consider those further in this decision. That's because IPA needed to be given the opportunity to respond to those matters up to a period of eight weeks. In this complaint I am not satisfied that IPA did have the opportunity to consider Ms D's further complaints. I say so because the evidence I have seen supports that Ms D asked IPA not to respond to her expression of dissatisfaction in August 2025.

I understand that Ms D felt we would look at all of the concerns she had with IPA when approaching this Service but as the investigator explained in her view, we are governed by a set of rules that only allow us to consider complaints in particular circumstances. I understand Ms D says that in September 2025 she asked IPA to address her further concerns. If she remains dissatisfied with their response then she is free to refer those complaints to this Service following the expiry of eight weeks, if she hasn't already done so.

## **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 Ms D's complaint for broadly the same reasons set out by the investigator. Before I explain why, I wish to acknowledge both Ms D's strength of feeling about her complaint and the volume of submissions she's made. Whilst I've read them all, I won't be addressing each one. 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 Ms D's complaint, namely whether IPA treated her fairly.

The starting point is the policy terms. They say:

- "a) On acceptance of a claim, if appropriate, we will appoint an appointed representative.*
- b) If court proceedings are issued, there is a conflict of interest or if we consider the claim to be complex and requiring a specialist appointed representative, you are free to choose your own appointed representative by sending us their name and address.*

*c) We will appoint that appointed representative subject to their acceptance of our standard terms of appointment which are available on request."*

*"Appointed representative" is defined as "The lawyer, accountant or other suitably qualified person appointed by us to act on your behalf. Unless a conflict of interest arises, prior to the start of court proceedings our panel solicitor or their agents authorised by us will be appointed to act for you."*

It's common for legal expenses insurance policies to contain such a term and it's consistent with the relevant laws applicable to freedom of choice. Regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990 says:

*"where under a legal expenses insurance contract recourse is had to a lawyer (or other person having such qualifications as may be necessary) to defend, represent or serve the interests of the insured in any inquiry or proceedings, the insured shall be free to choose that lawyer (or other person)"*

The phrase *"any inquiry or proceedings"* means when it becomes necessary to issue court proceedings, or proceedings in another formal place of inquiry, such as a tribunal.

Ms D's claim has never been litigated. That means proceedings have never been issued and from what I've seen there hadn't even been pre action correspondence with the other party to suggest matters were at the point where court proceedings were necessary. In the absence of anything to suggest that there was a conflict of interest in appointing the panel firm (which would not include Ms D's dissatisfaction about the qualifications of the person appointed) I can't see that she had freedom to choose her own solicitor at any point during her claim with IPA within the period I'm considering. Because of this, I don't think IPA did anything wrong by not offering her the option to instruct her own solicitors as she wasn't entitled to this, either in accordance with the policy terms, or as a matter of law.

I turn now to the appointment of the first panel firm. From what I've seen, Ms D's cause for concern was about the qualifications of the person appointed to deal with her claim. Under the terms of the policy IPA needed to provide Ms D with an appointed representative. I've defined that above. We would expect the representative to be suitably qualified. I can see that Ms D has referred to persons who she did not consider to be suitably qualified. Our view is that as long as the advice provided is supervised by someone suitably qualified (like a qualified Solicitor or Barrister), we wouldn't say an insurer is not entitled to rely on it. In this case I can see that a Partner at the first panel firm did offer to oversee the work conducted by the person appointed. But given the discourse between the panel firm and Ms D, it was eventually felt they could no longer act for her. From what I've seen IPA did try to resolve matters for Ms D as I would expect. In particular they offered her the instruction of an alternative panel firm. I think this was reasonable in the circumstances. And there's nothing I've seen in IPA's communications that suggests that they didn't do what I'd expect them to when Ms D became unhappy with the first panel firm.

Ms D has expressed concern about the delay in IPA responding to her concerns. From what I've seen Ms D was regularly seeking responses to frequent correspondence either by return or in advance of the service standards applied by IPA. Whilst I understand how urgent she felt her matter was to her, we wouldn't expect a business to go outside of its usual response times unless there were exceptional reasons for this. I haven't seen any in this case that persuade me IPA didn't reply promptly and in line with their service standards. And although Ms D might have wanted them to do so sooner, this doesn't mean that they did something wrong in her claim.

### **My final decision**

For the reasons set out above, I don't uphold Ms D's complaint against Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 3 March 2026.

Lale Hussein-Venn  
**Ombudsman**