

## The complaint

E, a limited company, complains PolicyBee Ltd didn't include legal expenses insurance when it took out a business protection insurance policy.

E is represented by its director, Ms G.

## What happened

In October 2021 Ms G obtained an online quote for business insurance from PolicyBee. That quote didn't include legal expenses insurance. Prior to cover being confirmed Ms G says she emailed PolicyBee and said *"I do not want cyber therefore please delete this but add legal instead"*. PolicyBee says it didn't receive that email and has questioned its authenticity. Policy documents were issued to E at the end of October. The policy schedule set out a summary of the cover which didn't include legal expenses insurance.

In January 2022 Ms G notified PolicyBee of a potential claim on her professional indemnity policy. It says its response included the wording *"If you need any general legal advise you do have a commercial legal helpline under your policy..."*. Ms G has provided an email sent from the same adviser at the same time which says *"The [insurer] legal expenses wording within your policy is attached here"*.

PolicyBee then told E direct debit payments for the policy hadn't been paid so this had been cancelled by her insurer. Ms G discussed that with PolicyBee in January. A call note says legal expenses cover was discussed but wasn't put in place at that time. PolicyBee confirmed the following month the policy would be reinstated as if it hadn't been cancelled. In March Ms G spoke to PolicyBee about another claim and was told E didn't have legal expenses cover in place. It was added from that date. Ms G complained this hadn't been included from the outset.

Our investigator was satisfied the cover E took out didn't include legal expenses cover and this wasn't in place until March 2022. And she thought it was reasonable of PolicyBee to have had concerns about the authenticity of the email Ms G provided requesting its inclusion in October. She also thought it was reasonable of PolicyBee not to rely on the email Ms G provided from January given it was worded differently from one it had sent on that day. She didn't uphold the complaint.

Ms G didn't agree. In summary she said she'd requested legal expenses insurance to be added in her calls with PolicyBee. And she was specifically directed by it to legal expenses in respect of a potential new claim in January 2022 when cover was reinstated. So I need to reach a final 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.

First, I'm satisfied legal expenses insurance wasn't included with E's policy until March 2022. Ms G has suggested it must have been in place prior to that because she wouldn't have been able to access a legal system offered by the policy unless that was the case. However, while she's provided screen shots of that system it's not clear when these date from. In any event the policy schedule from October 2021 doesn't list legal expenses insurance as being included and E's insurer has confirmed it was only added from March 2022.

Ms G has queried why PolicyBee would have directed her to legal expenses cover in January 2022 if E didn't have cover in place. The emails from the time advised that if E needed general legal advice it had access to a legal helpline. But that helpline doesn't form part of the legal expenses cover and is something available to all policyholders; it's referenced in the policy documentation supplied to E in October 2021 prior to legal expenses cover being added. So I don't think PolicyBee suggesting E could make use of it means it thought legal expenses cover was in place.

I think the issue is whether that cover should have been in place and wasn't because of something PolicyBee got wrong. I don't think that's the case either. The evidence shows E didn't request legal expenses cover when first obtaining a quote from PolicyBee and it wasn't included in the cover it took out later in October.

And while Ms G has provided an email dated 26 October saying she wanted to include legal expenses cover instead of cyber cover I think PolicyBee had reasonable grounds for having concerns about its authenticity. It says the source code for that email references a contact at PolicyBee who E hadn't had contact with at that time; that individual only became involved in correspondence at a later date.

In any case whether that email was sent or not it doesn't appear PolicyBee received it. And its notes from the time don't show Ms G made any reference to adding legal expenses cover when she called on 29 October (a call in which she is recorded as requesting the removal of cyber cover). In addition, if E had requested legal expenses cover to be included, I think it would have expected that to have been shown in the policy documents it was then sent. And if those documents didn't reflect what it wanted it would have queried that with PolicyBee. It didn't do that.

I've also thought about whether cover should have been added in January 2022 when E discussed a potential claim on its policy and issues with payment. I've not seen any email correspondence showing E requested that. And while I appreciate Ms G has provided an email which says PolicyBee was attaching the legal expenses wording "*within your policy*" I think it was reasonable of PolicyBee to conclude that wasn't an email it had sent as the wording differed from one that was sent by the same adviser at exactly the same time.

It does appear legal expenses insurance was discussed in a call between PolicyBee and Ms G on 24 January 2021. But the notes don't suggest this was something E agreed to take out. And if E thought that had been agreed I'd expect it to have contacted PolicyBee if it didn't receive documents confirming cover had been added. It didn't do so

For the reasons I've explained I don't think E did have legal expenses cover in place in October 2021. I don't think that was because of anything PolicyBee got wrong and I'm not persuaded E asked it to include that cover until March 2022.

### **My final decision**

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask E to accept or reject my decision before 23 May 2024.

James Park  
**Ombudsman**