

## **Anonymous – Written evidence (FDF0070)**

### **Two substantive Claims - resulting in two substantive losses and the forced sale of my home:**

Since 2017, I have been provided with deliberate failed litigation and wrongful advice from Solicitors and 2 Barristers who are funded by LEI – Blake Morgan; DWF Solicitors; DAS Law; Cooper Burnett and 3PB Chambers.

### **Dulwich Prep School Kent – off rolling Pupil with SEN learning Disability 2016:**

LEI representation has resulted in one claim being struck out in October 2019 for deliberate procedural errors - failing to comply with a court order and removal of the counterclaim.

DAS Insurance removed my LEI at 4.57pm on the 22<sup>nd</sup> of March 2019, after the Solicitor submitted amended finalised defence by the LEI Barrister at 1.30pm same day.

DAS Insurance stated they “removed LEI due to policy breach”. It was removed because the acting LEI Barrister had informed all parties that the “amended defence may not mechanically meet the criteria of the court order”.

That Claim has resulted in a loss of my valid defence claim, counterclaim of £39,500, my losses exceeding £10,000 and Claimants adverse losses of £50,000.

I currently face an Interim Charging Order of £20,000 and an Application for a Charge over my property which will be attempted to be sold by the Claimant.

It is a total nightmare caused by DAS Insurance LEI funding, in which the FOS determine no unreasonable actions by DAS.

### **Failure to process Joinery Claim preventing Rental of my home:**

In addition, I have faced failed litigation from Blake Morgan from 2017 who gave incorrect legal advice; requested private payment and dropped claim.

DAS Insurance removed LEI stating Policy Breach which was investigated during 2018 by the FOS and over-ridden with LEI being reinstated in November 2018 at which point I had a Rental Income loss of £60,000.

DAS Instructed a Local Firm of Solicitors in Feb 2019 who sat on the Claim, refused to pay disbursements or allow mediation. I had suffered loss of rental income exceeding £180,000 and was forced to sell my home.

### **FOS – Failures to accept evidence; chronology; Barristers statements of truth and Judges determinations:**

What is concerning is that DAS Insurance were aware of the Procedural Strike out caused by their Barristers deliberate wrongful doings, but who stated to the FOS that their Barrister did not finalise the Amended Pleadings and who had no idea what happened to them after the 19<sup>th</sup> of March 2019. DAS removed my LEI at 4.57pm on the 22<sup>nd</sup> of March 2019, after the Solicitor had submitted them to the court at 1.30pm.

DAS Insurance have lied to the Financial Ombudsman; I have provided the FOS with substantive evidence in support of my Complaints - including Court Determinations; time Lines and a Barrister QCs statement, but the FOS have stated DAS Insurance have "not acted unreasonably".

Lying to the FOS is behaving unreasonable and failing to act on their Suppliers Breaches of Working Together Contract (to supply the best outcome to the Policy Holder and fully indemnify for all losses and damages) is more than unreasonable.

### **FOS Compensation Scheme:**

I have asked that the FOS consider my application for damages and losses under their Compensation Scheme and the FOS have closed the file without response or fair investigations.

I do not believe this is in my best interests but to protect the commercial relationship between the FOS.

Please would you respond if you are willing to pioneer this with the FOS; request the Case be re-opened, and that careful consideration with interactive dialogue be forthcoming.

I appreciate the historical investigations with the FOS but they appear to be continuing to avoid scrutiny of their decisions by the alleged "private DAS FOS team" that operates within the FOS.

*23 May 2022*