Financial Ombudsman Service

complaint

Mr G is unhappy because DAS Legal Expenses Insurance Company Limited ('DAS') is refusing to provide him with cover under his legal expenses policy to make a claim.

background

Mr G wants to make a claim against the Department of Work and Pensions ('DWP') because he feels they've made a wrong decision about his benefits.

Mr G says his legal expenses policy with DAS should cover him. He also says there's nothing in the terms and conditions of his policy that ought to prevent him from using the cover.

DAS looked into Mr G's complaint to check for sure whether Mr G was able to make a claim. It said that Mr G wouldn't be covered to make this type of claim.

Our adjudicator looked at the terms and conditions of the policy and agreed with DAS that the policy didn't cover Mr G to make this type of claim. Because Mr G disagrees with what our adjudicator thought, his complaint has been passed to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'd like to make it clear that I'm looking only at Mr G's complaint about wanting to use his DAS cover to make a claim against DWP. I know that Mr G has a number of other ongoing complaints with DAS but I don't see a problem with looking at this complaint as a separate issue.

I've looked at the policy document and see that it includes cover for a range of issues. I've also looked at the policy exclusions. Mr G says that he has a contract with DWP and so the policy should give him cover because it includes cover for contract disputes. Our adjudicator pointed out that this might mean the policy covered Mr G if, for example, he'd bought a product or service that went wrong. But he didn't think that this applied to Mr G's relationship with the DWP.

I agree with our adjudicator. As he's said, legal expenses insurance cover doesn't cover all legal actions and defences. Details of what is and isn't covered are normally set out in the terms and conditions of the policy. DAS has said that Mr G can't bring his claim against DWP because it's a government organisation. It also seems to me that a person can't bring a general breach of contract claim against it. I also don't think that the claim Mr G wants to make would fall within one of the other areas of cover set out in the policy.

Taking everything I've seen into account, I don't think DAS has acted unfairly or unreasonably in saying that Mr G doesn't have cover under the policy to make a claim against DWP.

And I don't think that my reaching this decision has any adverse impact on the progress of Mr G's other complaints with DAS.

It follows that I won't be upholding Mr G's complaint.

I can see that this issue has been is a source of frustration for Mr G, and I am sorry to disappoint him on this occasion.

my final decision

For the reasons I've given above, I don't uphold Mr G's complaint against DAS Legal Expenses Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 18 February 2016.

Michael Goldberg
ombudsman