

## **complaint**

Mr T has complained that U K Insurance Limited (UKI) refused to pay a claim he made under his motor legal protection policy for his legal expenses to defend criminal proceedings against him.

## **background**

Mr T was involved in an incident with a cyclist and he was arrested and charged with driving without due care and attention. Mr T made a claim under the legal protection part of his motor policy as he wanted UKI to meet the costs of his legal expenses in defending criminal proceedings against him. UKI refused and Mr T complained to it but it said that Mr T's circumstances didn't meet its definition under his legal protection policy, and the chances of success in defending the criminal proceedings against him weren't high enough. So it applied its discretion under the policy and didn't deal with his claim.

Mr T brought his complaint to us as he believed that UKI had misled him when he first bought the legal protection part of his motor policy since 2007. He feels that the title itself sold the product to him to mean that he would be covered for motoring legal issues. He wanted UKI to pay his legal fees to defend himself.

The adjudicator who investigated it didn't recommend that it should be upheld. He was of the view that the policy wording was sufficiently clear to explain what UKI did and didn't cover in terms of legal expenses.

Mr T didn't agree. He said that the adjudicator hadn't reached his opinion in an impartial way. So the matter has been referred to me to decide.

## **my findings**

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

Mr T's policy says under the section "motor legal protection (optional extra)"

*"This cover can be used if you have a road traffic accident for which you are not to blame that involves your car. We will pay the costs to help you claim from the person who was responsible for the accident."*

It then says under its definition that this is subject to its agreement that there are reasonable prospects of success for the duration of the claim. Mr T hasn't made a claim from the cyclist, and said that he didn't intend to, so I think the legal protection policy simply doesn't apply to his circumstances. That doesn't mean that the policy is of no benefit. And there's nothing to show me that Mr T was misled into believing that this optional part of his policy meant that all legal expenses were covered.

Under the general section of his motor policy, it explains the legal costs UKI may cover and it reads;

*"If there is an accident covered by this policy, we have the option entirely at our discretion to pay the reasonable legal costs and/or expenses to defend or represent you or any other driver covered under this policy....in criminal proceedings arising out of the accident."*

I think UKI's policy is clear as to what it will and won't cover. The cyclist contacted UKI immediately after the incident but it hasn't so far received a claim from him, although it may do in the future. As part of its investigation, UKI obtained witness statements and the police report. It has shown that it considered Mr T's claim under both the general and legal protection part of his motor policy before reaching its decision.

I appreciate that Mr T will be disappointed with my decision, however UKI was entitled to apply discretion in line with its policy and I don't think it was unreasonable in doing so.

### **my final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 9 November 2015.

Geraldine Newbold  
**ombudsman**