

## The complaint

M, a company, complains about a claim it made on its Amtrust Speciality Limited ('Amtrust') legal expenses insurance policy.

M says Amtrust treated it unfairly.

All references to Amtrust in this decision include their claims handlers.

In this complaint M is represented by Mr D but for ease of reference I shall refer to all submissions as being M's own.

## What happened

M made a claim on its Amtrust legal expenses insurance policy in January 2022 in relation to a claim he wished to bring against a third party or potentially various third parties depending on the advice received.

Amtrust accepted the claim in the first instance and instructed firm A to consider the claim. Firm A refused, so they asked their panel firm, firm B, to look at it. Firm B considered the matter and concluded that further information was required from M to allow them to assess the merits of the claim/claims. Amtrust asked M for that information, but M said firm B would need to obtain the information themselves by approaching the media.

Firm B confirmed to Amtrust that M needed to provide the information required to enable them to consider the claim and in the absence of that, they could not confirm whether there were reasonable prospects of success. After further correspondence between Amtrust, M and firm B, firm B concluded that as M was already pursuing a claim that was relevant and connected to the claim he wished to make, it would make more sense for them to act in respect of both claims to ensure that any advice they gave didn't prejudice the other.

By May 2022 M concluded it wanted its own Solicitor to act for it and not firm B. In response Amtrust said:

*"Regardless of whether or not you decide to proceed with (firm B), they will still require the requested information to allow them to assess the prospects of success. They have advised that without it, they cannot confirm to us that your claim satisfies the conditions of your policy."*

Amtrust also told M that it was entitled to use its own Solicitor for this claim and the other claim that firm B suggested they also deal with, but that they would still need the information requested by firm B in order to enable them to obtain a Barrister's advice on the merits of the claim made.

In June 2022 M appointed its own firm of Solicitors, firm C, who asked for Amtrust to fund their costs in dealing with the claim. Amtrust agreed to this and sent over their terms of business. Following this, firm C declined to act for M. M told Amtrust this was because the terms of business they sent to firm C deterred them from acting.

In August 2022 M appointed another firm of Solicitors, firm D, who asked for Amtrust to fund their costs in dealing with M's claim. Amtrust provided firm D with terms of business but confirmed that once M provides all of the information to support its claim, they required them to instruct a Barrister to consider the merits of it, and until that happened they would not be prepared to fund the matter

In October 2022 firm D confirmed to Amtrust that they'd obtained a barrister's opinion and would be discussing it further with M. In February 2023 firm D told Amtrust that M wanted a further opinion from the Barrister about the time bar applicable to its claim. A further opinion was obtained later that month.

M complains that the way in which Amtrust handled its claim led to it becoming time barred. Our investigator considered M's complaint, but didn't uphold it. M didn't agree so the matter has been passed to me to determine.

### **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 M's complaint for broadly the same reasons set out by the investigator across a number of letters to M.

Before I explain why, I wish to acknowledge both the volume and wide-ranging nature of concerns raised by it. Whilst I have read everything said in M's communications, I won't be addressing it all. In particular, I won't be addressing any service issues M is concerned about in relation to the way its complaint was handled or considered by the investigator or their manager. Equally, I won't be considering any matters M has not already put to Amtrust as part of this specific complaint, on which Amtrust has not had the opportunity to respond. Those concerns are simply not within my remit.

I also won't be commenting on the detailed submissions M has made in respect of this specific complaint. That's not intended to be disrespectful, but rather represents the informal nature of the Financial Ombudsman Service. Instead, I'll concentrate on the crux of M's complaint, namely whether the way in which Amtrust handled its claim caused the proceedings M wanted to bring to become time barred, which prejudiced its position. I realise M is unhappy about several matters connected with that issue but this is essentially M's main concern, so I shall deal with it in the round.

I've provided a summary of how matters unfolded with this claim in the background section above. M's complaint is that Amtrust's handling of its claim caused it to become time barred. From what I can see, the advice that was eventually received from the Barrister instructed by firm D was that M needed to have brought its claim either 30 days or 3 months from when it was triggered which was on 24 January 2022 in order to ensure that it was brought within time. That means the claim needed to either be brought by 23 February or 24 April 2022.

From what I've seen, M didn't make its claim for cover to Amtrust until 4 January 2022, so that wouldn't have given Amtrust enough time in which to consider it and obtain a legal opinion on the merits of it by 23 February 2022 if this deadline was applicable. So, I'm not persuaded that Amtrust's handling of M's claim necessarily caused it to become time barred.

It's unfortunate that M did not bring its claim to Amtrust sooner, but even if it did, I'm not persuaded that this would have made much difference given the way matters unfolded. From February -May 2022 M reached an impasse with firm B about the information M had been requested to provide. It was also uncertain about whether to instruct firm B about its ongoing

claim. I'm not determining whether firm B's actions were reasonable during that period because that's not within my remit to do so. I can however look at Amtrust's actions during that time and having done so, I'm satisfied that they did all to help encourage the progression of M's claim during that time period. They also chased firm B when required and made clear to M that its claim couldn't be determined without it providing the information required. I imagine M did eventually supply this information to firm D because it enabled a Barrister to properly advise on it so I'm not clear about why it didn't do the same for firm B. For that reason, I don't think Amtrust did anything wrong here during this time period or at all since the claim was made by M.

Between May and October 2022, the delays in progressing M's claim were down to M's decision not to progress its claim through firm B, but rather to seek its own representation, which was unsuccessful in the case of firm D. Again, I'm not persuaded this was down to Amtrust, but rather M's decision not to proceed with the instruction of firm B. So even if the deadline applicable to the claim was 24 April 2022, I don't think Amtrust's actions caused it to become time barred. And overall, I'm not persuaded that Amtrust caused any undue delays to M's claim, such that they prejudiced it in any way.

Ultimately it was down to M to provide firm B with the information required to allow them to properly assess the claim and its decision not to do so and find representation elsewhere unnecessarily delayed a Barrister's advice being received. It's possible the advice would have been received sooner had M provided firm B with the information required at an early stage but even if it hadn't, it's clear that no one was aware of the time bar until after it had passed in any event, so I don't think that Amtrust were or should have been on notice about the potential risk of this, in the same way that M was also unaware.

For those reasons I don't think Amtrust did anything wrong.

### **My final decision**

For the reasons set out above, I don't uphold M's complaint against AmTrust Specialty Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 29 May 2025.

Lale Hussein-Venn  
**Ombudsman**