

## **The complaint**

Mr R complains that AmTrust Specialty Limited has not accepted a claim on his legal expenses insurance policy.

Where I refer to AmTrust, this includes its agents and claims handlers acting on its behalf.

## **What happened**

Mr R took out a motor insurance policy for his car, which he bought through a broker. He had legal expenses insurance as an 'add-on' to the car insurance.

Between May 2023 and May 2024, the legal expenses insurance was provided by AmTrust. When Mr R renewed his car insurance in May 2024, the legal expenses cover changed and was then provided by a different insurer.

Mr R contacted AmTrust in July 2024 as he had a legal dispute and wanted to pursue a claim. He also contacted the new legal expenses insurer.

The new insurer declined his claim, because the incident happened before 29 May – when the legal expenses cover was provided by AmTrust.

AmTrust said it would need more information from Mr R. He emailed with some comments and AmTrust replied, saying he needed to complete a claim form. AmTrust provided a link to the online claim form for Mr R to complete.

There was no further contact from Mr R until some months later, when he complained that his claim hadn't been accepted. He had not filled in the claim form and in its final response to the complaint, AmTrust again said he needed to do this. It provided another link to the online form and also offered to send a form by post if he preferred.

When Mr R referred the complaint to this Service, our investigator said:

- Mr R seemed unclear whether he had legal expenses insurance or could make a claim.
- He did have legal expenses cover and could make a claim, but his claim couldn't be assessed unless he filled in the claim form, and AmTrust had not done anything wrong in asking him to do this.

Mr R did not accept the investigator's view. So I need to make a 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim and not unreasonably reject a claim.

Mr R bought his car insurance through a broker. The motor insurance was provided by one insurer and the legal expenses cover was provided by a different insurer. From May 2023 to May 2024, the legal expenses cover was provided by AmTrust, but it then changed to a different insurer.

I appreciate it may have been confusing for Mr R as to which insurer was responsible for what. If his dispute was about something that happened after May 2024, he would need to claim to the new insurer. But the claim he wanted to make was about something that had happened when AmTrust was the legal expenses insurer. So his claim had to be made to AmTrust.

AmTrust explained to Mr R that to make a claim, he needed to fill in a claim form. This is standard practice and it was reasonable for AmTrust to request this. Legal expenses claims can be complex. AmTrust would need to assess whether the policy would cover it. This might include obtaining legal advice and appointing solicitors with the relevant expertise to deal with the case. The claim form allows it to gather all the information needed for this.

Mr R hasn't completed the form, so AmTrust hasn't been able to assess the claim. He has said that because he phoned AmTrust, the claim was logged and so it should have been dealt with. But AmTrust needs him to provide all the details of his claim. That's a reasonable request and it wouldn't be able to assess the claim properly without this. I don't think it has acted unreasonably. If he wants AmTrust to assess his claim, Mr R can complete the claim form. If he has any difficulties completing the form, he'd need to contact AmTrust's claims handlers about that.

Mr R has made some comments about the broker and the insurer that provides his motor insurance, but this complaint is only about how AmTrust has dealt with this claim on his legal expenses insurance, so I can't consider any other matters.

### **My final decision**

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 24 October 2025.

Peter Whiteley  
**Ombudsman**