

## **The complaint**

Mr and Mrs K are unhappy AmTrust Specialty Limited declined a claim they made under a legal expenses insurance policy.

## **What happened**

What follows only provides a brief description of the circumstances that led to the complaint.

Mr and Mrs K were in dispute with a builder and made a claim under their policy for assistance with the costs of taking legal action against the builder for breach of contract.

AmTrust declined the claim as the policy didn't cover claims where the disputed amount was over £5,000. Mr and Mrs K had complained about this, and the matter was previously considered by this Service. It was found that AmTrust was correct to decline the claim, but if Mr and Mrs K could later show the amount in dispute had legitimately reduced, AmTrust would need to consider this further.

Mr and Mrs K then presented further evidence to suggest the amount in dispute was less than £5,000. AmTrust disagreed as it thought the actual disputed amount hadn't changed, Mr and Mrs K simply didn't want to pursue all of it. They'd provided cheaper quotes for part of the disputed work to be done and expressed a desire to 'top up' the funds to achieve the finish they expected. So AmTrust refused to consider the claim further. Mr and Mrs K complained but AmTrust did not change its position.

An Investigator considered the complaint but explained to Mr and Mrs K they didn't think AmTrust had done anything wrong. They too were not persuaded the amount in dispute had changed, so they thought AmTrust was fairly applying the policy terms.

Mr and Mrs K asked for an Ombudsman to consider the complaint, so it has been passed to me to decide.

## **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.

I understand Mr and Mrs K have strong views about what has happened. I want to assure them I've read and considered carefully everything they've said. However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy. But the purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by the parties, to reach what I think is a fair and reasonable decision based on the facts of the case.

I need to be clear that I am not reconsidering the complaint that was previously brought to this Service. I am only considering whether I think AmTrust has acted fairly and reasonably

in declining the claim based on the revised amounts Mr and Mrs K have put forward. And, having considered everything, I think it has for the following reasons:

- The policy only provides cover for the costs of legal action relating to building work where the amount in dispute is below £5,000 including VAT.
- The amount in dispute in respect of the claim Mr and Mrs K want to make against the builder would be what it would cost to put right the damage to the driveway and the amount they believed they were overcharged by. These amounts can't be split up.
- This policy would not pay out those amounts to Mr and Mrs K; it would simply assist them in taking legal action against the builder. There would be no guarantee Mr and Mrs K would be successful in that resulting court action either.
- Mr and Mrs K initially said they were claiming for the costs of getting the paving dyed or a total replacement, as this was the only way of removing the concrete marks left by the contractors.
- The revised figures they put forward were £1,100 towards getting the paving dyed, and £439.45 in over payments. I think it was reasonable for AmTrust to ask Mr and Mrs K for quotes to support the cost of the paving work and the extra charges they incurred.
- In later correspondence with AmTrust Mr and Mrs K said they were misadvised and they'd since been told by different contractors that driveway can't be dyed, it would have to be replaced. They were quoted different options, £15,000 for a replacement, £8,750 for block paving, £7,750 for resin, £6,750 for tarmac or £3,250 for lift, repair, clean and re-sand. The last option was for an amount below the policy limit.
- Mr and Mrs K had previously said the damage to the driveway was such that it needed to be dyed or replaced so I'm not persuaded that AmTrust should accept the claim based on the lowest quote of £3,250 as this does not achieve that aim.
- Mr and Mrs K have also commented that they potentially wouldn't go ahead with that quote but would want to add money to it to achieve the finish they desire. So this further supports that the true value in dispute would more likely than not be the cost of replacing the driveway and the quotes provided for that still exceed the £5,000 limit.
- Given the likely cost of replacing the driveway alone would exceed the £5,000 limit even before adding the amount for overcharging, of which Mr and Mrs K had also said they'd chosen not to pursue certain items when presenting the revised figures. I don't think AmTrust has acted unfairly or unreasonably in declining to meet Mr and Mrs K's claim as the revised costs they presented aren't an accurate representation of the amount in dispute. I think it is more likely than not the true cost of the disputed amount continues to exceed the policy limit.

For the reasons above, I do not uphold this complaint.

### **My final decision**

My final decision is that I do not uphold Mr and Mrs K's complaint against AmTrust Specialty Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to accept or reject my decision before 20 January 2026.

Alison Gore  
**Ombudsman**