

The complaint

Miss M's complaint is about a claim she made on her AmTrust Specialty Limited ('Amtrust') legal expenses insurance policy.

Miss M says Amtrust treated her unfairly.

In this complaint all references to Amtrust include their claims handlers.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I'll focus on giving my reasons for my 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.

Having done so, I don't uphold Miss M's complaint for broadly the same reasons set out by the investigator. Before I explain why I wish to acknowledge the volume of submissions made by Miss M and her strength of feeling about her complaint. Whilst I've read everything she's said, I won't be addressing it all. That's not intended to be disrespectful. Rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll concentrate on the crux of Miss M's complaint, namely whether Amtrust treated her unfairly.

The starting point is the policy terms. The policy requires claims for insured events to take place during the period of insurance. An insured event is explained to be an incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of the policy. Miss M's policy began in March 2025. The claim she wanted help with was to set aside or defend a costs order which looks to have been made before the policy was in place. The costs order follows an employment claim that Miss M made in 2021 which was dismissed in January 2024. In my judgment her claim is in respect of an incident which took place long before her cover was in place with Amtrust. And I think it's clear that the first in the series of events that led to this claim was the employment claim Miss M made in 2021.

Miss M argues the claim she is making is distinct from the employment claim. I don't agree. Rather it is a continuation of the orders made that arise out of those proceedings. And given Miss M brought that claim, the consequences of it, namely the costs order, flow from it. So, I am not persuaded by her position that this is any entirely distinct and separable claim. In determining that I've had regard to the fact that Miss M might need to litigate matters in a different court but that makes no difference. The costs order she is seeking to set aside forms part of the earlier proceedings she brought. As such I'm satisfied that Amtrust was entitled to decline her claim in respect of this.

I turn now to the other matters Miss M is concerned about. I am sorry to hear about her personal circumstances and pleased to see she has sought and received support for this.

Looking at how Amtrust dealt with her claim, I've not seen any specific evidence other than her assertions that she asked Amtrust to call her back on three occasions as she says and this did not occur. Amtrust's records are not supportive of requests for call backs and Miss M has not provided any times, dates or call records to show when these requests were made. In the absence of anything that supports she asked Amtrust to contact her and they didn't, I'm not persuaded that Amtrust did anything wrong here.

From what I've seen Amtrust communicated with Miss M by email. There's nothing in her complaint or the exchanges I've seen that suggests to me this was inappropriate. For that reason, I can't say that Amtrust's method of communication was not as it should have been.

Miss M is unhappy that Amtrust didn't provide her with their complaint's procedure by return. As the investigator explained, complaints about complaint handling (including requests for the complaints procedure) are not matters we can consider on a standalone basis. This is because the rules that govern our Service do not allow us to do so. In any event I can see that Miss M was able to make a complaint to Amtrust and that their response to her did not prevent her from doing so.

Miss M feels that Amtrust should have done more to support her in her circumstances. Miss M told Amtrust she had a health condition. However, there was nothing obvious in this disclosure that suggested Amtrust did something wrong by communicating with her in the way that they did. And without Amtrust being provided with any specific needs Miss M had that they could reasonably support with, I'm not persuaded they did anything wrong here. Equally I'm not persuaded that Amtrust ought to have signposted her to a third party for her health condition, particularly when they were unaware of the exact nature of the needs Miss M might have had. And from what I can see Miss M was in any event receiving support for her condition at that time so I don't think Amtrust could have added anything to this even if they had understood what help she might have needed.

Overall, I'm not satisfied that the way Amtrust treated Miss M was unfair. I appreciate she was unhappy with the outcome of her claim and wanted it to be handled more delicately by Amtrust. But I don't think that Amtrust did anything wrong in the way that they handled her claim given the information they had. Rather I can see they communicated with her promptly and clearly to explain why her claim was not one they could consider under the policy.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 24 February 2026.

Lale Hussein-Venn
Ombudsman