

The complaint

Mr and Mrs W's complaint is about a claim they made on their INTACT INSURANCE UK LIMITED ('Intact') legal expenses insurance policy.

Mr and Mrs W say that Intact treated them unfairly.

In this decision all references to Intact include their claims handlers.

What happened

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

Why I can't look into Mr and Mrs W's complaint prior to 24 March 2023

As the investigator explained, the rules that govern this Service (DISP) set out which complaints we are and aren't able to look at. DISP 2.8.2(2) says we can't consider a complaint if the complainant refers it to us more than six months after the date which the business sent the complainant its final response.

In this case Intact sent a final response letter on 23 March 2023. The complaint about the matters contained within that letter however wasn't referred to us until 23 March 2025, which was more than six months after the date of the final response letter. As such it was out of time.

There are certain times when we can look at complaints, which are time barred. One of those times might be if Intact consented to our doing so. But Intact hasn't consented to our looking at this complaint. The rules also allow us to look at complaints referred out of time if the failure to comply with the time limit was as a result of exceptional circumstances. In this case Mr and Mrs W have provided some information and evidence to support to support that those apply here. In particular they say they were both experiencing a health condition. Mr W says his had an impact on his ability to work consistently and that Mrs W was the only income earner during this time. He says that Mrs W had to manage the domestic chores that he would normally undertake and deal with worries about his health.

I've thought carefully about Mr and Mrs W's submissions and the evidence they've provided. Having done so I have no doubt that the conditions Mr and Mrs W were experiencing would have had a considerable impact on their day to day life and this would've been compounded by the underlying dispute they had with the third party in their claim. But I don't think their circumstances amount to what we would consider exceptional. I say so for a number of reasons. Firstly, the bar for what we'd consider 'exceptional' is particularly high. It extends where complainants aren't able to meet the time limits. Examples of that might include serious ill health that might leave a complainant incapacitated or where a complainant doesn't for example receive a final response letter so isn't aware they need to refer their complaint to us within particular time limits. Either way, we'd be looking at something that prevented a customer from referring their complaint to us within the referral period. As such I'm not satisfied that there are exceptional reasons as to why the complaint was referred

when it was nor that Mr and Mrs W have said anything that makes me think they were prevented from raising his complaint within the time frame set out by Intact in their final response letter.

For these reasons Mr and Mrs W's complaints prior to 24 March 2023 aren't matters I can consider because they were referred over six months after Intact issued their final response letter and there are no circumstances that apply that mean we can look at things outside these time limits.

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.

This relates solely to the period 24 March 2023 until 24 September 2024, the latter of which is the date of the final response letter issued by Intact. Having done so, I don't uphold Mr and Mrs M's complaint for the same reasons set out by the investigator. Before I explain why I wish to acknowledge the very considerable volume of submissions made by Mr and Mrs W. Whilst I've reviewed everything they've 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. As such I shall concentrate on the crux of their complaint, namely whether Intact treated them fairly during this period.

Mr and Mrs W's complaints seem to centre around the management of the claim by Intact during this period and assert that this had considerable financial implications on the course of their underlying claim. As the investigator said, during this period Intact were dealing almost exclusively with Mr and Mrs W's appointed Solicitors and there's nothing I've seen in those communications that suggests to me that Intact did something wrong.

Communications between Intact and the Solicitors centred on authorising funding. On a couple occasions Intact asked for three comparable quotes for Barrister's fees the Solicitors were proposing to incur. This wasn't in my view contentious or unreasonable given Intact were the funders of the litigation and didn't appear to have any material impact on the progress of the claim itself. After such quotes were obtained Intact approved funding and matters continued.

There was one occasion on which Mr W asked Intact to fund an application for contempt of Court against the third whilst his Solicitors were instructed. Intact then approached Mr and Mrs W's Solicitors who said the costs of that application were not reasonable. As such Intact declined to cover such an application. I'm not satisfied they did something wrong here. Mr and Mrs W were required take the reasonable advice of their Solicitors under the terms of their policy and given that advice was not to pursue this application I can't see that Amtrust treated them unfairly.

The remaining requests for funding made by Mr and Mrs W's Solicitors were approved by Intact in a timely manner and there's nothing in those communications that gives me cause for concern as Mr and Mrs W suggest.

Mr and Mrs W have said they incurred legal costs of their own. I'm not certain what those costs relate to. Intact have said they've already discharged their Solicitor's costs. If Mr and Mrs W feel they've incurred legal costs themselves then they should put these to Intact to consider directly together with evidence of what they relate to first. I can't however determine this point without Intact first having had the opportunity to review the costs claimed for.

I understand Mr and Mrs W feel that Intact didn't manage their Solicitor's conduct in their

claim. It isn't Intact's role to manage the Solicitors instructed for Mr and Mrs W. Their role is to administer the legal expenses insurance in accordance with the policy terms. The Solicitors instructed by Mr and Mrs W have their own regulator and codes of conduct. If Mr and Mrs W are unhappy with how their appointed Solicitors handled their claim, then they can complain to that firm directly or the Legal Ombudsman. Mr and Mrs W should also note that Intact are not legally qualified so would not have been in a position to identify if the appointed Solicitors had done anything wrong in any event and there's nothing I've seen that suggests to me that Intact should have intervened in the Solicitor's conduct of the claim in this case.

Finally, Mr and Mrs W have referred to various regulatory breaches. As I've said above, I haven't seen anything in the handling of their claim by Intact during the specific time period identified above that persuades me that Intact treated Mr and Mrs W unfairly. If Mr and Mrs W feel that there are general regulatory breaches Intact are responsible for then that is something they can take up with the Financial Conduct Authority. The complaint they've referred to this Service does not contain any specific evidence to suggest that Intact did something wrong in the handling of their claim during the period I can consider,

My final decision

For the reasons set out above, Mr and Mrs W's complaints prior to 24 March 2023 aren't matters I can consider because they were referred over six months after INTACT INSURANCE UK LIMITED issued their final response letters and there are no circumstances that apply that mean we can look at things outside these limits.

And for the reasons I've also explained, I don't uphold Mr and Mrs W's complaints made to INTACT INSURANCE UK LIMITED in respect of the time period 24 March 2023 until 24 September 2024.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision about the merits of the claim before 25 February 2026.

Lale Hussein-Venn
Ombudsman