

The complaint

Mr S' complaint is about the level of service he received from Amtrust Europe Limited when asking for a call back from their legal advice line.

Mr S feels that Amtrust breached their contract with him and provided unacceptable excuses about why his call wasn't returned on time.

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

What happened

Mr S had a legal expenses insurance policy with Amtrust. A feature of the policy was their legal advice line, which the policy said could be used to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of the Policy.

Mr S says that on 1 July 2023 he called for advice about a legal problem he had. He says he was told an advisor would return his call within the hour, but no one called him back for several days. Following this Mr S says he made a complaint, and it was only after this that someone called him back to discuss his legal problem. He feels the excuses Amtrust offered were unacceptable, that the helpline was advertised as a 24-hour service and that this was misrepresented. Because of this Mr S says Amtrust is in breach of contract and that he suffered distress and inconvenience as a result of this.

Amtrust accept that when Mr S called the legal advice line on 1 July, he was told he would receive a call back that afternoon which wasn't made. On 3 July Mr S sent an email to Amtrust complaining about not receiving a call back, following which a call was made to him three hours later. Amtrust apologised for not calling Mr S back when they said they would. They said this was as a result of receiving high call volumes which they continually review to keep any delays to a minimum.

Unhappy, Mr S referred his complaint to the Financial Ombudsman Service. Our investigator considered what he said but did not uphold his complaint. She said that Amtrust had accepted they did something wrong and offered an apology as well as taken what he's said on board to improve the service they provide. She said that this was adequate in the circumstances. Mr S doesn'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 Mr S' complaint. I'll explain why.

It is right there was a service failing in this complaint when Amtrust told Mr S they would telephone him back on 1 July but didn't. Amtrust have acknowledged and accepted this. So, the only issue for me to determine is whether the action they've taken- to provide an

apology, a prompt call back and feedback to improve their service is enough in this case.

Mr S feels that Amtrust have breached their contract with him and have misrepresented the service they're offering. I don't agree. Whilst the service might be marketed as being available 24 hours a day, that doesn't mean that Mr S would have been able to speak to somebody with the relevant expertise to discuss his matter immediately. So, I don't think that telling him he would receive a call back from someone appropriate meant the service was misrepresented or that Amtrust did something else wrong by doing this. What they did wrong in this case was not to follow through on what they said they would do- namely call him back that afternoon.

As the investigator explained, our role is not to punish businesses when something has gone wrong, it's to compensate the policyholder for the impact this has had on them. Mr S says he waited in all afternoon and no one called him back. I accept this would have been frustrating for him, but two days later, when Mr S raised this with Amtrust by email, he received a call back three hours after. Amtrust also apologised and said they would take on board the feedback to improve their service. I think this was enough in the circumstances. In addition, and as the investigator said, this was not a legal problem that required urgent advice, such that that advice could not be provided two days after Mr S initially contacted the advice line. So I can't say that Amtrust need to do anything more here.

I appreciate this decision will be disappointing for Mr S, but I hope I've provided him with a thorough explanation of why I won't be upholding his complaint.

My final decision

I don't uphold Mr S' complaint against Amtrust Europe Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 June 2024.

Lale Hussein-Venn
Ombudsman