

## **The complaint**

Mr V complains about AmTrust International Underwriters DAC handling of his structural warranty claim.

AmTrust's been represented by agents for the claim and complaint. For simplicity I've generally referred to the agents' actions as being AmTrust's own.

## **What happened**

Mr V paid the deposit for a leasehold flat in a property under development. The leasehold purchase came with an AmTrust structural warranty. Unfortunately, the developer went into liquidation before completion. In March 2024 Mr V claimed against his AmTrust structural warranty for the loss of his deposit. AmTrust received similar claims, related to the same development, from many other individuals and companies.

In September 2024, with his claim unsettled and unhappy with AmTrust's progress of it, Mr V raised a complaint. In early November 2024 AmTrust issued a complaint final response. It didn't accept it was responsible for avoidable delay, finding all actions it had taken to be necessary for validation of the claim. It explained Mr V hadn't provided the documentation required for his claim to be considered, apologising for not explaining this earlier. AmTrust also apologised for having raised Mr V's expectations when, in June 2024, it told him his claim would be settled on receipt of his bank details. It apologised for poor communication and perceived delays, paying him £200 compensation.

Unsatisfied with AmTrust's response to his complaint, Mr V asked the Financial Ombudsman Service to consider his concerns. He said he had provided all the information requested by AmTrust, but it had failed to settle his claim. He felt it had provided vague responses to his enquiries, citing an underwriting problem as a cause of delay. He was frustrated by AmTrust's failure to pay his claim, particularly given it had committed, he said, to doing so in June 2024. To resolve his complaint, he asked for AmTrust to settle his claim by reimbursing his deposit.

In April 2025 our Investigator issued their view on the complaint. She considered events up until early November 2024 - the date of AmTrust's complaint final response. She felt AmTrust's explanation for having not paid the claim up to that point, was fair and reasonable. Its reasons included a need to validate each of the linked claims, from other leaseholders, before settling Mr V's.

The Investigator wasn't persuaded AmTrust had deliberately slowed the progress of the claim. However, she found it had, in part, managed the claims process poorly - including by erroneously telling Mr V settlement funds were to be released to him and by failing to provide appropriate updates. She didn't recommend AmTrust settle the claim. She considered its compensation, at £200, to be a fair amount to recognise the impact of its poor service.

As Mr V didn't accept the Investigator's findings, the complaint was referred for consideration by an Ombudsman.

In July 2025 AmTrust settled Mr V's claim. He said he wished to pursue this complaint as AmTrust's process had caused him distress and financial loss - including legal representation costs. He asked to be awarded compensation.

In line with the Investigator, I've only considered here events up until the date of AmTrust's final response letter - November 2024. I've limited my considerations for reasons of practicality and fairness.

I note Mr V's frustration at his claim not being settled until July 2025. He wishes to be compensated for the entire period of the claim - including payment for related financial loss and reimbursement of his legal fees and so on. However, AmTrust hasn't had an opportunity to provide its position on those concerns and requests – including why the claim remained unsettled from the point of its November 2024 final response letter until July 2025, whether it would be reasonable for it to pay related compensation, financial loss or reimburse legal fees.

So, it would be inappropriate for me to consider these events and points as part of this complaint. If Mr V would like them considered he should first raise a separate complaint to AmTrust.

### **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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr V and AmTrust have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

As I've set out, I've considered Mr V's concerns about AmTrust's handling of his claim between March 2024 and early November 2024. This includes his frustration at AmTrust's communications and his claim not being settled within that period. Having done so, I've reached the same outcome as the Investigator. This being that whilst AmTrust did provide some poor service, it provided a reasonable explanation for why the claim wasn't settled during the relevant period.

AmTrust said Mr V hadn't provided the required information to allow his claim to be validated. I'm not persuaded this was a fair reason for the claim not being settled, considering its acceptance that it had failed to explain this to him prior to the November 2024 final response. He's been proactive with this claim, so it seems likely he would have provided requested information or documentation within reasonable time.

However, I find one of AmTrust's further explanations to be reasonable. It said its liability across the whole development is capped. As a result, it was unable to settle any claims until the totality of all was understood. Breaching the total liability, before this is known, could potentially affect any unconsidered claims. I can see that during the relevant period this matter was still being explored. I appreciate Mr V's frustration at the impact of this on him as an individual claimant, but I find it a fair reason for AmTrust not to have settled his claim within the relevant period.

I note there was some poor service from AmTrust during the relevant period. This includes its failure to communicate the information it required to validate Mr V's claim. It also raised his expectations, in June 2024, when it indicated his claim may be settled. However, like the Investigator I'm satisfied £200 is a fair amount to recognise the impact of its mistakes during

the period under consideration. So I'm not going to require AmTrust to pay any further compensation or to do anything differently.

### **My final decision**

For the reasons given above, I don't uphold Mr V's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 26 December 2025.

Daniel Martin  
**Ombudsman**