

## **The complaint**

Mr K complains Amtrust Speciality Limited (“Amtrust”) has unfairly declined his claim on his new homes building warranty insurance policy.

## **What happened**

Mr K identified an escape of water in his home so he arranged for a plumber to visit his property and carry out repairs. Shortly afterwards, in September 2024, Mr K made a claim on his building warranty policy. He explained to Amtrust the damage was caused by mice getting into his property and chewing through the pipework upstairs.

Around October 2024, Amtrust said both damage caused by an escape of water and damage caused by rodents was excluded under the terms of the policy. So it declined Mr K’s claim.

Mr K didn’t accept Amtrust’s claim decision. He said the mice were only able to get in and cause the damage because his property wasn’t built with sufficient structural integrity. He said the mice entered the cavity walls of the property through holes left along the boundary wall and terrace. So he thinks the damage was ultimately caused by poor workmanship.

Unhappy with Amtrust’s decision to decline his claim, Mr K made a complaint. Amtrust maintained its decision and explained the terms and conditions it had relied on, form a key part of the insurance contract. As Mr K remained unhappy, he asked our service to look into things.

Our Investigator didn’t uphold Mr K’s complaint. He said the claim had been fairly declined under the terms and conditions of the policy. As the complaint wasn’t resolved at that stage, it’s 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.

Based on everything I’ve seen in this case, I’ve decided not to uphold it for broadly the same reasons as our Investigator, I know Mr K will be very disappointed. I’ll explain why.

I’ve looked carefully at the relevant terms of the policy Mr K held with Amtrust as set out in the policy document. In summary, Amtrust won’t cover loss or damage caused by or consequent upon an escape of water from pipes, tanks and heating systems and it won’t cover loss or damage caused by or consequent upon the actions of rodents.

Having looked at the evidence we’ve been given, including the plumber’s invoice, I can see the pipes in Mr K’s home were chewed through by mice, leading to an escape of water which caused severe damage to the ceilings and walls of his property. And it’s not in dispute in this case that this happened. So the question for me is whether Amtrust has fairly relied on the

policy exclusions when declining the claim. And based on everything I've seen, I'm satisfied it has.

I know Mr K says mice wouldn't have been able to enter the property if it was structurally sound. And he's given us photos to show the voids or holes the mice could've entered through along the walls of the property. So he thinks the cause of the damage is poor workmanship and therefore should be covered.

I'm not satisfied from these photos alone that it's more likely the mice were able to get into the property due to issues with its construction. But even if that was the case, I don't think it makes a difference here. I say this because even if poor workmanship allowed the mice to get into the property, ultimately, an escape of water and mice were the direct causes of the damage, rather than the structural integrity of the property. So it follows that I'm satisfied Amtrust has acted fairly in declining Mr K's claim under the terms of the policy.

Mr K's given our service an article from the London School of Hygiene and Tropical Medicine which he says outlines best practice in the construction industry for pest minimisation. But having considered it carefully, for the reasons I've already given, this doesn't make a difference to the outcome of this case.

### **My final decision**

It is my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 17 July 2025.

Nadya Neve  
**Ombudsman**