

The complaint

Miss R is unhappy with the decision made by AmTrust Specialty Limited (AmTrust) when dealing with a claim under her caravan insurance policy.

AmTrust is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. AmTrust has accepted it is accountable for the actions of third parties instructed by it. In my decision, any reference to AmTrust includes the actions of any third party instructed by AmTrust during Miss R's claim.

What happened

Miss R took out an insurance policy for her caravan. The following exclusion featured in the policy booklet '*We will not pay for loss or damage as a result of a gradual operating cause.*'

In February 2025 Miss R made a claim under her policy. In her claim form she explained she'd been contacted by the storage facility where her caravan was being stored. In a statement from the storage facility, it said '*The photo show's no scuffs or scrapes to the panel or rail around the area and this is why we believe this split is a stress crack that we commonly find on [caravan brand] caravans of this age*', and '*with age these become brittle and break and again there are no signs of damage around the light... none of the splits would be down to impact damage...*'

Miss R sent AmTrust two quotes for repair of the damage. The first quote from BC referred to the damage being repaired as '*offside large stress crack.*' The second repairer ML didn't refer to the cause of damage. In later correspondence ML said '*the only crack that could have been caused by impact would be the one near the marker light.*'

AmTrust told Miss R that her claim wouldn't be covered because of the exclusion for wear and tear, and a gradual operating cause. Miss R didn't think AmTrust's decision was fair. AmTrust arranged for an engineer (NC) to inspect the damage, but its decision to decline the claim didn't change. NC provided a detailed report, concluding '*...looking at the cracking to the rear panel I believe the crack noted to the offside appears to be a stress crack which has spread out from under the awning rail to the point it is now seen and there is nothing to indicate the caravan has sustained any sort of impact in this area.*'

Miss R complained to AmTrust about its decision to reject her claim. AmTrust didn't accept Miss R's complaint and referred to the exclusion under Miss R's policy as the reason for declining her claim. Miss R also referred AmTrust to further comments from the repairer ML, which said '*...it may have been a stress crack but due to the impact signs on the awning rail and the marker light being hit off, it looks to me like it was caused by some sort of impact in that top offside corner.*' Miss R referred her complaint to this Service.

The Investigator said that the decision to decline Miss R's claim was reasonable, and in line with the policy terms. Miss R didn't agree. As the complaint couldn't be resolved, it has been passed to me for 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.

I thank Miss R for taking the time to explain everything that has happened since making a claim on her policy. I understand it has been a stressful time for Miss R. I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

I don't doubt the trouble and stress caused to Miss R in discovering that her caravan had been damaged. I recognise the shock and upset this must've caused. But for me to say AmTrust needs to do something to put things right, I'd need to be persuaded that AmTrust's reliance on the policy exclusion is unfair, or wrong. And having done so, I'm persuaded AmTrust's decision to decline Miss R's claim is fair and reasonable. I'll explain why.

The initial inspection completed by the storage facility suggested the damage had most likely happened over time. The comments included '*believe this split is a stress crack that we commonly find on [caravan brand] caravans of this age*'. The storage facility was unable to attribute the damage to anything covered by the policy terms. I accept that the storage facility's opinion alone wouldn't be sufficient to say that the claim isn't covered.

AmTrust instructed an independent engineer (NC), specialising in the inspection and cause of issues relating to caravans, to inspect the large crack and comment on the likely cause. This is in line with what we'd expect to happen where there is a dispute about the cause of damage, and insufficient evidence to support either party's version of events.

The findings of NC's inspection concluded '*I believe the crack noted to the offside appears to be a stress crack*'. This was supported by a comprehensive explanation of the size and location of the crack, and why it's likely to be a stress crack as opposed to other damage.

I note Miss R has referred to the comments of the repairer (ML) who she instructed to complete repairs when AmTrust said it wouldn't cover the damage. I've seen ML's comments include '*it may have been a stress crack but due to the impact signs on the awning rail and the marker light being hit off, it looks to me like it was caused by some sort of impact in that top offside corner*'.

I've compared these comments to the more detailed report completed by the expert instructed by AmTrust, NC. And having done so, I find NC's reasoning to be more compelling and persuasive in explaining the likely cause of damage. I say this because NC's full report includes a detailed explanation of the inspection carried out, the observations noted, and strong emphasis on the likely cause. In contrast, ML's brief email refers to the possibility of impact damage with very little explanation to support how this likely happened.

I acknowledge Miss R says the awning rail was repaired at the same time as the large crack, and this suggests there is a link between this damage and the large crack. However, I'm not persuaded repairing the awning rail is in itself evidence of damage impact causing the crack. I also note the awning rail was also included in the repair estimate prepared by BC, but BC referred to the large crack damage as a stress crack. So included the awning rail in the repair estimate doesn't in itself prove the cause of damage being impact damage.

I recognise Miss R's strength in feeling about this claim. Although Miss R has provided a compelling testimony, having considered the policy exclusion, alongside the findings of all

the experts, I'm persuaded AmTrust's decision to decline Miss R's claim is fair. So, I won't be asking AmTrust to do anything in settlement of this complaint.

My final decision

For the reasons provided I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 23 December 2025.

Neeta Karelia
Ombudsman