

## **The complaint**

Mr and Mrs S have complained about their building warranty provider AmTrust Specialty Limited because it has declined their claims for render and pointing.

## **What happened**

Mr and Mrs S's property has a ten-year building warranty. In 2024 they made two claims to AmTrust regarding their property's render and pointing. AmTrust declined the claims – it said it didn't think the problems amounted to major damage. Mr and Mrs S argued 'major damage' was irrelevant as the render and pointing required immediate rectification to prevent physical damage. They maintained that AmTrust should settle their claim.

AmTrust completed a further review. Having done so it wasn't minded to think it had got the claim outcome wrong. It said it was satisfied there was no major damage nor any imminent risk of major damage occurring.

Mr and Mrs S complained to the Financial Ombudsman Service.

Our Investigator considered Mr and Mrs S's complaint and undertook some further enquiries. Ultimately, she was satisfied that whilst the pointing did equate to major damage, the cost of the repair Mr and Mrs S has completed fell below the policy excess. Regarding the render she was satisfied AmTrust's view, that there was no major damage or imminent risk of the same, was fair and reasonable. She said if Mr and Mrs S should gather further evidence about the render, such would have to be dealt with separately, with Mr and Mrs S sending it to AmTrust in the first instance.

Mr and Mrs S disagreed with our Investigator's view. They provided photos "as evidence of the full depth cracks in the render – [they] are clearly conditions that will require immediate remedial action to prevent actual destruction of or physical damage to the housing unit".

The complaint was referred for an Ombudsman's 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.

Having done so I find my view on the complaint is the same as that reached by our Investigator. I've set out some findings below which I trust will help Mr and Mrs S understand why I reached this view.

The warranty offered by AmTrust covers certain things at certain times. In years three to ten of the warranty the available cover is for:

"The cost of complete or partial rebuilding or rectifying work to the Housing Unit which has been affected by Major Damage".

With Major Damage defined in the warranty as:

“Destruction of or physical damage to any portion of the Housing Unit for which a Certificate of Insurance has been issued by the Underwriter.

[Or]

A condition requiring immediate remedial action to prevent actual destruction of or physical damage to any portion of the Housing Unit for which a Certificate of Insurance has been issued by the Underwriter.”

As is often the case with insurance, there is a policy excess. This represents the first part of any claim costs which the policy explains Amtrust is not liable for.

Turning to the pointing. Our Investigator said that issues identified by Mr and Mrs S amounted to major damage. But she noted the cost to resolve the pointing fell below the policy excess sum. That being the case, I can't say that Amtrust acted unfairly when it declined the claim for pointing. Although clearly it would have been better had it applied that reason for decline.

The render, as I understand it, will cost much more to resolve. And I can understand why it's so important to Mr and Mrs S that AmTrust accepts liability for this. However, referencing back to the above warranty wording I'm satisfied that AmTrust's decline, confirmed in its FRL of April 2025, was fair and reasonable.

For a valid claim under the warranty, as the warranty wording set out above shows, there must be major damage. There has to either currently be destruction or physical damage to a part of the housing unit or there must be an imminent risk of the same. None of the reports I've seen show that either that type of damage exists or, without remediation, will develop imminently, ie immediate action is required to prevent that from occurring.

On the note of reports, I haven't considered the new report Mr and Mrs S obtained in November 2025. That was a significant period after AmTrust had decided the claim and issued its FRL. It was also only presented after our Investigator offered her view. As our Investigator explained in that view, and again before Mr and Mrs S obtained the report, the report will need to be sent to AmTrust for it to consider in the first instance.

### **My final decision**

I don't uphold this complaint. I don't make any award against AmTrust Specialty Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 6 March 2026.

Fiona Robinson

**Ombudsman**