

The complaint

Mr S is unhappy Amtrust Europe Limited has declined a claim he made for accidental damage on a caravan insurance policy.

What happened

The details of the complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on providing my reasons for my 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 agree with the conclusion reached by the investigator that the case should not be upheld. I do so for the following reasons:

- The relevant policy term explains accidental damage to the caravan is an insured event. However, it defines accidental damage as *“Caused suddenly and as a result of an external, visible and unexpected cause”*.
- The crack to the locker door happened when Mr S was opening it. The evidence he has provided suggests that this is a known issue with this make of caravan due to the pressure of the gas struts on the perspex. So, while this was an unexpected event to Mr S, it appears to be a known issue more widely.
- The report on the damage caused says that a crack would have started small but due to the above it would have become larger until it was the full length of the door. This supports that the damage Mr S claimed for more likely than not, overall wasn't caused suddenly. I accept however Mr S may not have known there was a weakness or smaller crack in the door, and it's increasing happened suddenly to him.
- The policy also has a further exclusion which says damage that happens gradually will not be covered. Given the description of how the extent of the damage happened, I'm persuaded this would be considered as happening gradually and therefore this event isn't one covered by the policy terms.
- Amtrust has accepted that it could have dealt with the claim quicker than it did and it offered Mr S £200 compensation. I think this is fair and reasonable in the circumstances.

For the reasons above, I think Amtrust has declined the claim fairly and in line with the terms and conditions of the policy. And, the compensation it has offered him for poor service is fair and reasonable. I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr S'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 March 2024.

Alison Gore
Ombudsman