

The complaint

Mr A and Mrs A have complained that esure Insurance Limited (esure) unfairly declined a claim under their home insurance policy.

What happened

Mr A and Mrs A contacted esure to make a claim for storm damage to their roof. esure asked Mr A and Mrs A to provide photos of the damage, an invoice for making the roof watertight and an estimate for work to permanently repair the roof. Mr A and Mrs A contacted esure again with queries about the claim. They later told esure they had repaired the roof. Because of the costs involved, esure said it would appoint a surveyor. esure then assessed the claim and declined it because it said the damage was the result of pre-existing issues with the roof.

When Mr A and Mrs A complained, esure maintained its decision to decline the claim. So, Mr A and Mrs A complained to this service. Our investigator upheld the complaint. He said it was reasonable for esure to decline the claim for the roof based on its surveyor's findings. However, the internal damage should be covered as accidental damage.

esure didn't reply, so the complaint was referred to me.

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 uphold the complaint. I will explain why.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

I've checked weather reports around the time the claim was made. This showed winds of up to 59mph in the local area, which would be considered storm conditions under the terms of the policy. I also think a storm could cause damage to a roof. So, I think the answer to the first two questions is yes.

So, I've thought about the third question on whether the storm was the main cause of the damage. esure based its assessment on photos provided by Mr A and Mrs A. The surveyor found a number of issues with the roof that indicated wear and tear, including debonding and delamination. The roof was considered to have reached the end of its serviceable life. I'm aware Mr A and Mrs A said they had the roof inspected about a year before the damage and

no issues were identified, but I haven't seen expert evidence to support this. So, based on what I've seen, I'm more persuaded by esure's surveyor about the condition of the roof.

I'm aware Mr A and Mrs A also said that from the start of the claim they asked esure to send a surveyor. By the time esure offered to send a surveyor, the roof had already been repaired. So, I've thought about this. It isn't unusual for an insurer to request further information before deciding whether to send a surveyor. In this instance, esure requested photos and a quote for the work. When Mr A and Mrs A later told esure of the costs involved, it said it would send a surveyor. Again, I don't think that was unusual. I also don't think it showed esure should have sent a surveyor at the start. By the time the costs became clearer, the work had already been carried out. So, esure didn't then send a surveyor, as it wasn't possible to inspect the damaged roof, and instead it made its assessment based on the photos. In the circumstances, I think that was reasonable.

I've also thought about the internal damage. esure told this service it would only consider the internal damage if it was the result of water entering due to a storm. It said there wasn't enough rain for it to be considered a storm. In my view, this appears to be a misreading of the policy wording. Looking at the policy booklet, this said it was a storm if there were storm strength winds "and/ or" storm levels of rain. So, the policy said it could be considered a storm on wind speed alone. I've already concluded there were storm strength winds and that there was a storm. So, I think that is sufficient to show there was a storm, regardless of the amount of rain.

I've also considered the amount of rainfall to see if this affects my view on whether the claim should be covered. I'm aware esure provided the rainfall figures for the nearest weather station, which showed the maximum 24-hourly rainfall as 0.4mm for that day. I've checked the weather data and saw another weather station that is about a mile further away in a different direction and shows a much higher hourly and daily rainfall for that day. So, I think even if an average was taken of the two, this would show there were more likely than not levels of rain that could have penetrated into the property and caused damage. Based on what I've seen, I think esure should settle the claim for the internal damage. As part of that, it should also consider the invoice for the temporary repair to the roof, as this was put in place, at least in part, to stop water continuing to enter the property.

I'm aware Mr A and Mrs A have been caused inconvenience by their claim being declined. I've taken into account the full circumstances of the claim, including why a surveyor wasn't sent and I don't consider that esure should pay any compensation.

I uphold this complaint and require esure to settle the claim for the internal damage.

Putting things right

esure should settle the claim for the internal damage and should also consider the invoice for the temporary repair to the roof as part of this.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require esure Insurance Limited to settle the claim for the internal damage.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 30 May 2023.

Louise O'Sullivan

Ombudsman