

The complaint

Mr A has complained that esure Insurance Limited declined to meet a claim he made under his home insurance policy.

What happened

In summary Mr A made a claim for storm damage to his roof – his evidence is that it was caused by storm Eunice. esure believes the damage has been caused by wear and tear and poor workmanship and for this reason declined the claim.

Mr A complained here. Our investigator recommended that the complaint be upheld. He concluded that the claim should be admitted and that Mr A should be paid £500 in compensation.

esure didn't agree. Mr A did but requested greater compensation. As no agreement was been reached the matter was passed to me to determine. I issued a provisional decision on 18 October 2023. I said as follows:

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'm minded to reach a different conclusion to our investigator. I'll explain why.

- It is not disputed that storm Eunice occurred around the date that the damage to Mr A's roof became apparent. Mr A has provided evidence from a senior technical advisor who writes 'Wind uplifts and the vortex's caused are largest at verges and ridges'. His evidence is that the damage claimed for is consistent with damage a storm typically causes.*
- The dispute here is whether the storm conditions were the main cause of damage. I've carefully considered all the evidence in order to determine this issue.*
- It is for Mr A to prove his claim and in order to do so he has submitted some evidence that the damage was caused by the storm. This includes reports from three contractors – tilers, roofers and builders. Importantly Mr A says that a new roof was erected in 2020.*
- esure's contractor inspected the roof and confirmed that it is in very good order but with a number of slipped cut tiles to the pediment valley and lifted ridge tiles and flaking sand and cement pointing to the verges. They reported that the pointing to the verges is flaking and very poor and suspected that the pointing was carried out over old pointing. They felt that the ridge tiles had been re-pointed at some stage but seemed unlikely that they had been lifted and re-set in a bed of sand and cement. They could not see any reason for the slipped valley tiles and assumed poor workmanship and therefore something not covered by his Mr A's policy.*

- *As the surveyor's evidence was at odds with Mr A's testimony that a new roof had been fitted in 2020 I asked for a receipted invoice and/or specification of the works that had been carried out. Mr A said that he didn't get the work done in the usual way but that the contractor, I'll call R, did the work under a guarantee claim.*
- *I haven't disregarded the evidence that Mr A has submitted. However I can't be satisfied on the evidence to hand what, if any, damage was caused by storm. To resolve this dispute I'm minded to require esure to instruct an independent surveyor to provide a comprehensive report as to the cause and extent of damage to Mr A's roof. esure should share the report with Mr A. If the report shows any damage was caused by storm or is otherwise covered by his policy, esure should reconsider Mr A's claim in line with his policy terms.*
- *In order that Mr A can be satisfied that the surveyor is independent esure should provide him with the details of three surveyors. He can choose one of the three and esure should instruct the one he selects. Mr A can provide evidence to the surveyor if he wishes.*
- *Mr A's policy explains that if loss or damage is caused as a result of circumstances listed in his policy, esure can choose to pay the cost of work carried out to repair the buildings or arrange for the repair. esure should therefore tell Mr A, in the event that the report evidences storm damage by storm Eunice, how it proposes to settle his claim.*
- *Although Mr A has requested compensation, as I'm unable to determine on the evidence to hand whether the damage is covered by his policy, or the extent to which it is, I'm not minded to require esure to make any payment to Mr A at this stage.*

I was minded to require esure Insurance Limited to:

- *Provide Mr A with the details of three independent surveyors and ask him to select one.*
- *Instruct the independent surveyor selected by Mr A to provide a report following a roof inspection as to the cause of the damage to Mr A's roof.*
- *Share the report with Mr A.*
- *If the report indicates that damage was caused by storm Eunice, esure should tell Mr A how it proposes to settle his claim.*

I told both parties I would look at any more comments and evidence I received, but unless that information changed my mind my final decision was likely to be along the lines of my provisional decision.

esure replied that Mr A had already been offered this option in January, and contractors were sent out who hadn't been before. They maintained that the damage wasn't storm damage.

Mr A felt that the burden of proof had been incorrectly applied in his case. He said that the whole basis for the decision was therefore incorrect and his claim should automatically be upheld. He reiterated that he had provided evidence that he felt irrefutably confirmed his roof had been damaged by storm.

Mr A also confirmed that he had been offered a choice of three surveyors previously by

esure. But he said that the surveyors offered were neither independent nor impartial as they were agents of esure.

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, and having carefully considered the representations of both parties, I'm not persuaded to change my provisional findings, which I adopt here.

Mr A needs to show that his claim is for an event insured by his policy. He says his roof was damaged by storm. He has provided some evidence to support his claim. In turn esure relies on an exclusion – it says that the damage is the result of poor workmanship and/or wear and tear and is not storm related damage. It is for esure to prove the exclusion, and it has sent a surveyor and a repair contractor to report on Mr A's roof, those reports support esure's position.

However I'm persuaded esure's position conflicts to some extent with Mr A's evidence. In particular Mr A says that his roof was new in 2020. Although Mr A hasn't been able to supply evidence of the extent of work done in 2020. It is accepted that his roof appears to be otherwise in good condition.

Given the conflict of evidence here I remain satisfied that the fair and reasonable resolution to this matter would be for an independent surveyor to comprehensively report as to the cause of damage to Mr A's roof. Should Mr A accept this decision, I would hope he can be provided with the relevant details within a couple of weeks, so that the surveyor can be instructed expediently.

Putting things right

- Provide Mr A with the details of three independent surveyors and ask him to select one.
- Instruct the independent surveyor selected by Mr A to provide a report following a roof inspection as to the cause of the damage to Mr A's roof.
- Share the report with Mr A.
- If the report indicates that damage was caused by storm Eunice, esure should tell Mr A how it proposes to settle his claim.

My final decision

My final decision is that I uphold this complaint. I require esure to put things right as detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 December 2023.

Lindsey Woloski
Ombudsman