

The complaint

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

What happened

Mr B and Mrs B were away from their home when a neighbour contacted them to say cladding had come off their property. Mr B and Mrs B contacted esure to make a claim. esure assessed the claim, including sending a surveyor. It then declined the claim because it said there weren't storm strength winds and the wind had highlighted a pre-existing issue.

When Mr B and Mrs B complained, esure maintained its decision to decline the claim. So, they complained to this service. Our investigator didn't uphold the complaint. He said weather reports didn't show there was a storm around the time of the damage. He said it was reasonable for esure to decline the claim.

As Mr B and Mrs B didn't agree, 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 don't uphold this 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.

The policy said storm strength winds were 55mph or above. I don't consider this an unreasonable or unusual definition. I've looked at the weather conditions around the time of the claim. This didn't show windspeeds strong enough to meet the policy definition of a storm. So, I think the answer to the first question is no.

I'm aware Mr B and Mrs B have provided a photo of a tree they said had fallen locally due to the wind. Although that might be the case, this doesn't persuade me it showed there were storm strength winds or that they were the main cause of the tree falling. So, this doesn't change my view that the answer to the first question is no. In which case, I don't need to consider the other questions, as I think it was reasonable for esure to decline the claim for storm damage.

However, I've also looked at what the surveyor found to see if there might be cover elsewhere in the policy. I'm aware Mr B and Mrs B have said the surveyor didn't use a ladder. A surveyor needs to carry out an adequate survey, but there isn't a requirement that they use a ladder. I didn't note anything in the surveyor's findings that made me think it had missed any key issues or evidence.

The surveyor assessed that the windows hadn't been fitted correctly and that this had allowed water to get behind the cladding and boards over a period of time and caused the cladding to blow off. The surveyor also found that the internal cracking around the window was the result of rainwater entering over a period of time. He wasn't certain of the period of time, but said he didn't assess that it was a one-off event. The policy also had general exclusions for faulty workmanship and for damage that happened gradually. Policies like this cover one-off insured events and I haven't seen evidence that was what happened here. So, that meant, based on the surveyor's findings, there wasn't cover under any part of the policy. As a result, I think it was fair that esure declined the claim.

I'm also aware Mr B and Mrs B said esure initially told them the claim would be accepted. I don't think it's unusual for an insurer to send a surveyor to assess a claim. An insurer is also able to keep under review whether it can deal with a claim. I think it was reasonable for esure to decline the claim, even if Mr B and Mrs B initially expected that it would deal with it.

So, based on everything I've seen, I don't uphold this complaint or require esure to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 20 February 2024.

Louise O'Sullivan
Ombudsman