

## **The complaint**

Mr C and Mrs C complain that esure Insurance Limited have not undertaken a structural survey following their claim after a tree fell on their house.

## **What happened**

Mr C and Mrs C held a buildings insurance policy with esure.

In October 2023 a tree fell on their house and damaged the roof, guttering, fascias, windowsills, waste pipes and the conservatory.

Esure appointed a loss adjuster who surveyed the property and agreed a cash settlement for the reinstatement work based on quotes provided by Mr C and Mrs C.

Following the completion of the repairs, Mr C expressed concern that a structural survey hasn't been completed by esure, and he says that cracks that appeared in the plaster in the bedrooms, shower room and kitchen indicate there might be a structural issue which will cause them problems in the future if they want to sell their house.

Mr C wants esure to pay for a structural survey and any repairs arising from the report. Esure have declined this as they say a structural survey after reinstatement works isn't covered by the policy.

Mr C and Mrs C were unhappy with this and they brought their complaint to us.

One of our investigators has looked into Mr C and Mrs C's complaint. He thought that esure had acted within the terms of the policy in declining the request.

Mr C and Mrs C disagreed with our investigator's view, and so the case has come to me to review.

## **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.

In this case I have to consider whether esure have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.

Having considered all of the evidence carefully, I haven't upheld Mr C and Mrs C's complaint, and I will explain why.

The policy details what is covered as a result of a tree falling:

### ***"12.Falling trees or branches***

*What is covered?*

*We will pay for loss of or damage to Your Buildings and Contents as a result of falling trees or branches.*

*What is not covered?*

- We will not pay for loss or damage where the Buildings or Contents are not damaged*
- We will not pay for the removal of trees or branches where the Buildings or Contents are not damaged.*
- the cost of removing any part of the tree remaining below ground, or restoring the site.”*

So it was agreed that Mr C and Mrs C were covered for the repair and reinstatement work as a result of the fallen tree, and a loss adjuster was sent to assess the damage.

Mr C says that the loss adjuster didn't examine the roof or the property closely.

I have been provided with a copy of the loss adjuster's report. At the time of her visit, the tree had been removed, and there were temporary repairs to both the roof and the conservatory.

Mr C had already obtained a quote for the repair to his roof for £3500. At Mr C's request the conservatory contractor was at the property when the loss adjuster visited and explained in detail what was needed to repair the conservatory. He quoted a figure of £37506 to the loss adjuster.

The loss adjuster's report also details the damage to the fences, patio and furniture, and advises that she asked Mr C to provide receipts for replacement. Settlement was agreed on the basis of all the figures provided by Mr C's own contractors.

Mr C has said that the loss adjuster was an employee of a sub-contracting conservatory repair company who were interested in fixing the conservatory and that he was therefore only interested in the damage to the conservatory. I can't see any evidence of this. The loss adjuster's report details that the surveyor was female, which is at odds with this, and that she spoke to Mr C's own conservatory contractor, which had provided the quote, so I can't agree that there was any bias here as suggested, and settlement that has been paid is from the quote obtained from Mr C's own contractor who built the conservatory.

I can also see that the loss adjuster did take full account of what roof repairs were needed, and she agreed that the quote provided by Mr C's own roofers was fair for the work that needed completing. So again I have no evidence to suggest that the settlement in respect of the roof repairs was inadequate.

I can appreciate that following such a distressing incident, Mr C and Mrs C want reassurance that there is no underlying structural damage to their property. However, a post repair survey isn't covered under the terms of the policy, and so would only be required as part of the reinstatement work if there were some signs of structural concern. The cracked plaster was noted by the loss adjuster at the time of her visit but was not thought to be of concern.

In addition, I haven't seen anything to suggest that the completed repairs were inadequate or revealed any additional concerns, nor that **any further damage has occurred since completion that may indicate a structural issue.**

It is always open to Mr C and Mrs C to have a structural survey completed privately, and if issues are identified which are attributable to the incident, I would expect esure to then

reimburse the cost of a report and consider any identifiable repairs in line with the remaining terms and conditions of the policy

### **My final decision**

My decision is that I'm not upholding Mr C and Mrs C's complaint, and so esure Insurance Limited don't need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 29 May 2024.

Joanne Ward  
**Ombudsman**