

## **The complaint**

Mrs M has complained that esure Insurance Limited ('esure') declined her claim for storm damage under her home insurance policy.

## **What happened**

Mrs M stated that her the flat roof of her home was damaged in high winds towards the end of December 2023, and water was leaking into her home. She reported the matter to esure, being her home insurer at the relevant time. esure then instructed surveyors to inspect the damage. In addition, Mrs M complained that she wasn't advised of or offered emergency repairs despite having emergency cover.

esure declined to pay Mrs M's claim, and Mrs M lodged a complaint against this decision. She said that esure initially advised that the winds were strong enough to be classed as a storm, and then changed its mind. She said that she had done as esure advised by taking photographs and videos of the damage and then getting the roof fixed, as water was leaking into her home. She said that she'd been authorised to carry out temporary repairs, but as this failed, she then had to get the full repairs done. esure's surveyor then said that this had prejudiced the claim because, as the remains of the original roof had been removed, he couldn't assess the damage.

As esure maintained its decision to decline Mrs M's complaint, she referred her complaint to this service. The relevant investigator didn't uphold the complaint, as she noted discrepancies in the date of the alleged incident and the date of a repair invoice. She thought that as the work was carried out prior to the claim, esure hadn't had the opportunity to assess the matter. The investigator also thought that the weather appeared to have highlighted poor workmanship. It was therefore her view that it had been fair and reasonable for esure to decline the claim.

Mrs M remained unhappy with the outcome of her complaint. In the circumstances, the matter has been forwarded to me to make a final decision in my role as Ombudsman.

## **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.

The key issue for me to determine is whether esure acted in a fair and reasonable manner in its application of the terms and conditions of the relevant policy in declining Mrs' M's claim. I don't consider that esure acted in an unfair and unreasonable manner, and I'll explain why.

In reaching this final decision, I've also carefully considered the submissions of the parties as summarised below. I turn firstly to Mrs M's submissions. She provided the specific date on which she said that the flat roof of her home was damaged by high winds. Mrs M said that whilst esure had initially agreed that the winds on the relevant date were strong enough to fulfil the definition of a 'storm' event under her policy, it then changed its mind.

Mrs M said that she did as she was advised by esure to get the flat roof fixed as water was leaking in, however esure's surveyor then said that this had prejudiced her claim. She said that esure had advised Mrs M to get a roofer out straight away to cover the area, however, the temporary cover ripped and blew off, so water was still leaking in. She said she then had no choice but to get the roof permanently fixed. Mrs M acknowledged that her builder had carried out the repair using rubber rather than felt but was advised that the difference in cost wasn't much, and which she'd have been willing to remove from the claim, as the main costs for repairing the roof wasn't to do with the material. She'd also taken photographs of the damage as requested by esure, but again, the surveyor said he couldn't assess the damage as the remains of the original roof had been removed. This was even though esure didn't send its surveyor out until 18 days after the incident. She said that the debris had been removed in the meantime so as not to cause further damage.

Mrs M said that her builders had confirmed that the damage was caused by wind, and this was specified in their invoice. However, she said that esure's surveyor told her that flat roofs wouldn't come off unless there was previous damage, and here, the house was in an elevated area and the roof was three floors up. She also thought that poor workmanship had been assumed by the surveyor, but with no proof of this. She said that she kept her home in good repair.

As to a previous claim for a storm event, Mrs M said that the roof had also suffered damage two years previously which the insurer didn't pay for, as it said that this was down to wear and tear, so Mrs M had this fixed at her own expense. Mrs M said that she'd now had to pay a total of £5,000 for the roof repairs. She said that a leak from the roof had also caused internal damage to the home, including damage to plaster boards, floor and certain items which were yet to be repaired.

Finally, Mrs M complained that esure's surveyor had been patronising and was looking for reasons not to pay out for the damage. As to the invoice date which she'd originally supplied to this service, Mrs M said that the date was wrong, and the builder was going to send an updated one.

I now turn to esure's submissions in response to Mrs M's complaint. It firstly referred to the definition of 'storm' in its policy document as well as the general exclusions in the policy. It said that its weather records didn't show that a storm, as defined, occurred in the relevant area at the time in question, or indeed in the 4 weeks prior to this. In addition, as it was unable to see how the flat roof looked prior to the survey, or in its damaged state, it was unable to substantiate the cause of damage. It said that when registering claims, it wouldn't at that stage have had access to weather records, based on readings from the nearest weather stations. It noted that the nearest stations were 14, and 17 miles away from Mrs M's home, and that decisions couldn't be made based purely on data from these, hence its surveyors' input.

It also referred to a claim in relation to the same roof dated December 2021. Esure said that it had no evidence to show that the roof had been replaced since that claim. Its surveyors said that they wouldn't have expected a new two-year-old roof to have suffered such damage, requiring it to be replaced in full. This suggested poor workmanship was a factor, and that the roof hadn't been adhered correctly. It said that if the previous damage had only been patch-repaired, then it was likely that the recent winds would have highlighted the pre-existing condition. esure's surveyor also advised, that having looked at the ridges and boards that the roof was in poor condition.

I now turn to my reasoning for not upholding Mr M's complaint. The starting point will be the wording of the relevant policy which forms the basis of the insurance contract between the policyholder and insurer.

I note that the policy does, in principle, cover damage caused during a 'storm' event. The policy booklet defines a 'storm' as being; *'A violent gale force 10 on the Beaufort scale reaching wind speeds of 55 mph or above and/or 25mm or more of rainfall in any 24-hour period, and/or snow to a depth of at least 1 ft (300mms) in 24-hours and/or hail of such intensity that it causes damage to hard surfaces or breaks glass, according to Our weather data.'* The policy also includes some standard exclusions which describe circumstances in which there is no policy cover in place. This includes loss, damage or any liability resulting directly or indirectly from; *'wear and tear, loss or damage as a result of the lack of maintenance, loss of value over time; or loss or damage that happens gradually over time'*.

In considering whether the storm-related provisions are invoked, this service takes a three-step approach. It firstly considers whether storm conditions occurred on or around the date the damage occurred. Secondly it considers whether the damage claimed for is consistent with damage a storm typically causes. Thirdly, it considers whether storm conditions were the main cause of the damage.

In this case, as to the second issue, clearly structural damage to roofs can be caused during a storm event. However, regarding the first question, the evidence doesn't necessarily point to a storm event occurring on the relevant date and location. The data from weather stations several miles away from the property does however indicate that a storm event may have occurred on the relevant date. Assuming a storm did occur on the date given by Mrs M therefore, I go on to consider the third and key question, and the cause of damage.

I can appreciate that due to the timing of the incident, around Christmas 2023, that this would have added to the difficulties being experienced by Mrs M in terms of seeking assistance from builders and indeed insurers. It's unfortunate therefore that esure hadn't been able to send its surveyors to inspect the site before emergency repairs were carried out. This means that the surveyors didn't see evidence of the relevant damage that had occurred, nor did they see the temporary roof cover which ultimately failed. In the circumstances, he could base his view only from what was visible when he attended, when a new and permanent repair was being finalised. Unfortunately, the photographs provided by Mrs M equally don't clearly show the damage, or the failed temporary covering.

It's become clear that Mrs M had made a storm damage claim for the same roof some two years previously. In the absence of clear and authoritative evidence of the state of the roof prior to the alleged damage in late 2023 therefore, I must reach my conclusions on the balance of probabilities and what was most likely to have occurred. Unfortunately, there's no available evidence to show what remedial work was carried out following Mrs M's previous claim. A new roof would have been expected to have withstood fairly extreme weather conditions for a number of years. If a new roof had been installed two years previously, I consider that its failure in 2023 was likely to have been due to poor workmanship which is excluded under Mrs M's policy. If the roof had simply been patched up at the time, the roof damage in late 2023 would most likely have been due to the historical wear and tear which had led to the decline of Mrs M's previous claim.

In the circumstances, whilst a storm may have highlighted the pre-existing poor condition of the flat roof, I'm not satisfied that a storm event was the predominant cause of damage in this case. I therefore can't say that esure acted in an unfair or unreasonable manner in declining Mrs M's claim. Her complaint is unfortunately not assisted by the conflicting dates which have been given in different pieces of evidence regarding the date of the incident. For instance, one invoice from her builder refers to 3 December 2024 and another refers to 23 December 2023, whereas Mrs M said that it occurred on the 24 December 2023. The case-notes however indicated that the incident was reported on 27 December 2023.

**My final decision**

For the reasons given above, I don't uphold Mrs M's complaint and I don't require esure Insurance Limited to do any more in response to her complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 4 November 2024.

Claire Jones  
**Ombudsman**