

## **The complaint**

Mr M has complained that esure Insurance Limited trading as Sheilas' Wheels (esure) unfairly declined part of a claim under a home insurance policy.

References to esure include companies acting on its behalf.

## **What happened**

Mr M contacted esure to make a claim for storm damage to his roof and a garden wall. esure sent a surveyor to assess the damage. Following this, esure offered a settlement for the roof but declined the damage to the wall. It said the damage to the wall was gradual.

When Mr M complained, esure maintained its decision to decline the claim for the wall. However, it said Mr M had been misadvised to submit a claim for damaged garden contents, which wasn't covered by the policy. It offered £100 compensation for the loss of expectation about that part of the claim.

So, Mr M complained to this Service. Our Investigator didn't uphold the complaint. He said the surveyor's report showed crumbled mortar and that this was a gradually operating cause. esure had also considered a report from Mr M, which said the storm was the cause of the damage. He said it was fair for esure to decline the claim based on all the evidence it considered. He said Mr M had also been asked to put forward a claim for damaged garden contents. However, esure had later declined this because the policy didn't cover it. He said esure's offer of £100 compensation was fair to address the loss of expectation for the contents.

Mr M didn't agree it was fair for esure to rely on its expert and not his builder's report. 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.

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.

For the first question, it isn't in dispute that there was a storm around the time of the damage. Looking at weather reports, I can also see there were windspeeds of up to 84mph around that time. I also think a storm could cause damage to a wall. So, I think the answer to the first two questions is yes.

So, I've looked at the third question, which is whether the storm was the main cause of the damage. esure's surveyor noted the wall had crumbly mortar and needed repointing, which he said was gradual deterioration. He said the pre-existing condition of the wall, rather than the storm, was the primary cause of its collapse. Looking at the photos, I can see the condition of the mortar, which seems to be crumbling. So, I think the surveyor clearly outlined his concerns about the pre-existing condition of the wall, which is supported by the photos. I note the policy said it didn't cover gradual deterioration or maintenance issues. I think it was fair for esure to decline the claim for the wall at that stage.

Following this, Mr M provided a report from a builder about the condition of the wall. esure considered the report and continued to decline the claim. So, I've looked at whether this was fair.

The builder's report said the wall collapse could be attributed to the recent severe winds. He said this led to the structural failure of the wall. He said there was no indication of poor upkeep or maintenance of the wall. However, I don't think this was consistent with esure's surveyor report, which showed issues with the mortar and explained how this led to the wall collapsing during the storm. So, I think it was fair for esure to continue to rely on its surveyor's findings and to decline the claim for the wall.

Mr M was also asked to submit a claim for damage to contents in the garden. esure later told Mr M it was incorrect to ask him to do this because the policy didn't provide that cover. Looking at the policy wording, I can see it said garden contents wasn't covered where a storm was the cause of damage. So, I think it was fair that esure declined this part of the claim, but offered £100 compensation for the loss of expectation.

So, looking at everything that happened, I don't uphold this complaint or require esure to do anything further in relation to it.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 23 December 2024.

Louise O'Sullivan  
**Ombudsman**