

The complaint

Mr G complains about esure Insurance Limited (esure) declining a claim under his motor insurance policy for damage to his motorhome in bad weather.

References to esure include their agents who administer the policy and assess claims.

What happened

The following is a summary of the key events in this case, the detail of which is well known to Mr G and esure.

In October 2023 Mr G's motorhome sustained damage in bad weather, around the time of Storm Babet, with water leaking into the vehicle. He contacted esure to tell them about the damage and lodge a claim. Esure arranged for the vehicle to be recovered to their salvage agent (C). Based on what Mr G said, esure initially thought the vehicle would be a total loss.

There was also confusion over whether the policy was valid, as esure initially thought the vehicle might be a van, not motorhome (they thought the van may have been modified to turn it into a motorhome). After challenge from Mr G, esure accepted the vehicle was motorhome and proceeded to validate the claim. However, this took a significant amount of time, during which the vehicle was stored at C. The indication given to Mr G was an engineer would inspect the vehicle and Mr G would be informed when this had been arranged.

However, despite chasing esure on many occasions, esure didn't tell him the outcome of the claim, saying it was being validated. Unhappy at the length of time taken to assess the claim and a lack of communication from esure about what was happening, Mr G complained.

esure upheld the complaint. In their final response, issued in March 2024, they apologised for the delays, poor service and inconvenience suffered by Mr G. They had arranged for an independent engineer (H) to complete an inspection of the vehicle to assess the damage. This would enable esure to determine the cause of the damage and progress the claim and decide whether it was covered under the policy, or whether the cause was wear and tear. To apologise for the delays, esure awarded £350 compensation.

Mr G was contacted in March 2024 by an engineer (H) who said they'd inspected the motorhome. Mr G said he was told that the construction of the motorhome meant storm damage wasn't possible and that the water ingress was ongoing. Mr G was unhappy at what he'd been told, thinking the continuing water ingress was the result of the motorhome being stored outside since the incident. So, he made a further complaint to esure.

In a second final response, issued in June 2024, following an inspection by H, esure referred to the inspection by H, confirming Mr B's claim wasn't valid. The water damage was due to a longstanding water ingress and not accidental. But esure acknowledged the time taken to deal with Mr G's complaint and awarded £150 compensation in part.

Mr G then complained to this Service. He was unhappy at how esure had handled his claim. He felt esure's communication had been poor, and he's contacted them many times to see what was happening, but he felt ignored and misled. He'd been told on more than one

occasion the vehicle was a total loss, but esure had kept the vehicle for many months before changing their mind and declining his claim. He'd been financially affected by what had happened and suffered significant stress, as well as paying for alternative caravan accommodation over the Easter period. He wanted esure to accept his claim and either treat the vehicle as a total loss or cover the cost of repairing the vehicle.

Our investigator didn't uphold the complaint, concluding esure didn't need to take any action. As the damage to the motorhome had been thought to have been caused by bad weather (storm) the investigator concluded there were storm conditions on or around the time of the damage (heavy rainfall). But the investigator didn't think the damage was consistent with that expected in a storm. Rather it was more consistent with damage caused by wear and tear. Reviewing H's report, it concluded the damage was consistent with wear and tear, not storm damage and was longstanding, not accidental. A report from an engineer commissioned by Mr G (H) didn't clearly highlight the cause of the damage. The investigator referred to the policy terms and conditions which excluded cover for damage caused by wear and tear.

However, reviewing esure's handling of the claim up to their second final response, the investigator concluded esure hadn't provided the level of service Mr G should have expected. There were delays from esure thinking Mr G's vehicle wasn't a motorhome and C not confirming they had relevant documentation from Mr G. Considering the delays against the guidelines issued by this Service, he thought esure's compensation of £500 was fair.

Mr G disagreed with the investigator's conclusions and asked that an ombudsman review the complaint. He raised a number of points. He'd been told he could be present at the engineer's inspection, but the inspection had been carried out without his knowledge. He also hadn't been provided with details of the inspecting engineer, nor a copy of the report. He also questioned the validity and relevance of the report findings, given it was carried out some six months after the incident, with water ingress over the period.

His engineer (H) had only a limited time to inspect the motorhome. And the motorhome didn't leak before the incident, the intensity of the rainfall caused the motorhome roof to sag, breaking the seal with the solid skylight vent frame, allowing water to ingress. So, the damage was caused by the storm conditions. He also didn't think the corrosion mentioned in the MOT was relevant, being in an area far away from the water ingress. And the vehicle sitting in C's salvage yard had caused it to deteriorate, which had caused him significant financial loss. esure had said the vehicle would be a total loss shortly after the incident, as well as subsequently.

Mr G also provided a further report from H on his motorhome, which found no evidence of roof seal degradation (the other roof seals were fine). The report attributed the leak to a depression in the roof, in a specific area near the corner of the skylight. H also provided an estimate to repair the damage to the motorhome (£6,500).

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.

My role here is to decide whether esure have acted fairly towards Mr G.

The main element of Mr G's complaint is that esure unfairly declined his claim for damage to his motorhome on the grounds the damage was due to wear and tear, an exclusion under the policy. Mr G maintains the damage was due to the storm conditions at the time of the incident. Mr G is also unhappy at esure's handling of the claim and his motorhome being left

in a salvage yard for some six months, before esure's engineer inspected it. He also says he was told the claim would be treated as a total loss, only for esure to reverse their decision.

As Mr G maintains the damage occurred during storm conditions, I've looked at this issue, whether the damage resulted from a storm, against the three key issues we consider:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage that a storm typically causes?
- Were the storm conditions the main (or dominant) cause of the damage?

While this is our approach, I've also noted the provisions of Mr G's policy. Storm damage is more usually something that is part of home insurance policies, where there's damage to property and/or contents from storm conditions. Looking at Mr G's policy, it doesn't specifically include an insured peril for storm damage. There's a section *04 Loss or damage to your car* which, under a heading *What you're covered for* states:

"Damage to your car because of an accident or malicious damage and/or its accessories and spare parts.

Loss or damage to your car and/or its accessories and spare parts due to fire, lightning, theft or attempted theft."

Under the same section, there's a heading *So, what's not covered?* that includes:

"Wear and tear

The deterioration you'd expect from using your car day to day."

While storm isn't a specific cause of damage under the above references, I think it would be something falling under Section 04 in a more general sense of damage to the motorhome. From some accidental cause, in this case a one-off storm event (bad weather).

esure haven't specifically mentioned the weather conditions at the time of the incident in their final response, but from the weather data available to this Service on and around the date of the incident as reported by Mr G, I'm satisfied there were storm conditions. So, I think it reasonable to conclude there were storm conditions on or around the date of the incident.

Moving on to the second question, water ingress is something we would expect to see from storm conditions, so I think the answer to this question would be 'yes'.

The key is therefore the third question, what is the main or dominant cause of the damage.

Looking at the report from HO, dated March 2024, it states:

"There is clear evidence within the vehicle (blackened insulation around the removed vent trim and water damaged trim in the overhead locker) that the water may have been accessing the vehicle over a prolonged period of time.

As there is no evidence of damage to the roof it is my opinion that the water may be getting in due to degraded seals on the roof around the vents or aerial.

In my opinion this is a wear and tear issue and you may consider that you have no liability in this matter."

In disagreeing with our investigator's view, Mr G has provided a report from H, on the condition of the seals on the roof, in particular the seal around the skylight where there was water ingress. The report reaches the following conclusion on the water ingress:

"Around the near side rear corner of the skylight there is a depression in the roof skin..."

"Since the rest of the roof is flat, a depression of this kind is most likely to have been caused by abnormal or excess weight on the roof..."

"I conclude that the roof has been pushed downwards, damaging the skylight seal, also causing it to bow and thereby preventing water from draining away."

"The seal around this corner of the skylight has failed because the roof is no longer flat and allowed water ingress."

The report also addresses the specific question of whether the damage (the roof depression) was caused by the storm conditions:

"It is impossible at this stage to accurately suggest the exact cause of the roof depression..."

"To answer your specific question as to whether a storm could have caused this. Too much time has passed so I am unable to directly attribute blame to any one single incident but certainly cannot rule out a large volume of water as the cause."

I've considered this point carefully. But I'm not persuaded, on the balance of probabilities, that the storm conditions – specifically heavy rain – is likely to have caused a depression in the roof of the kind described by H. H refers to the depression being caused by abnormal or excess weight on the roof. But I'm not persuaded this would include heavy rain of sufficient intensity to cause a depression in the roof. Which in turn then damaged the skylight seal and allowed water ingress.

And for the damage to be accidental, this would have to have happened in a single, one-off event. Which I'm not persuaded is the case here. HO refers to evidence of water ingressing over a prolonged period of time. But the inspection took place some five to six months after the incident, which may account for what HO observed. HO also observed no roof damage, which is inconsistent with H's reference to a roof depression. While I can't know why HO didn't observe damage, it may have been the roof depression wasn't particularly noticeable – the photographs from H illustrate a depression from a straight edge, but to my eye the depression is not that deep. Which wouldn't be consistent with a significant excess weight on the roof, sufficient to damage the skylight seal.

Taking all these points together, then I've concluded the storm conditions weren't the main, or dominant cause of the damage (the water ingress) to Mr G's motorhome.

I've also considered the general principle, where a policyholder makes a claim for damage or loss under a policy, the onus is on them to show there was an insured event that caused the damage or loss. In this case, given my conclusion the storm conditions weren't the main or dominant cause of the damage, then I think it's reasonable to conclude there wasn't an insured event (storm) that caused damage.

Where an insurer relies on an exclusion in the policy to decline a claim (as esure have done) then the onus is on them to show the exclusion applies. Looking at the available information and evidence, I think esure have done so in the circumstances of this case, as I think it more

likely the storm conditions highlighted an existing issue with the skylight. That is, the damage wasn't the result of a one-off event (storm conditions).

Taking all these conclusions into account, I've concluded esure acted fairly and reasonably in declining Mr G's claim for damage to his motorhome.

Turning to the second issue, esure's handling of the claim, I've looked at the sequence of events. esure accept shortcomings in the service they provided to Mr G and apologised for the delays, poor service and inconvenience suffered by Mr G. And there were delays from esure thinking Mr G's vehicle wasn't a motorhome. Mr G has also provided evidence of a large number of webchat contacts with esure over the period of the claim and his frustration at a lack of contact and communication from esure when requested.

esure also initially indicated the vehicle was likely to be a total loss and would be collected by their salvage agent and disposed of. They also indicated an engineer would contact Mr G within five days to discuss a valuation of the motorhome. But they didn't arrange for an engineer inspection until March 2024, some five months after the incident. While there was some uncertainty over coverage of Mr G's vehicle, I would have expected any inspection to have taken place much sooner than it did.

All of these factors would have caused a significant expectation on the part of Mr G (that his vehicle would be covered as a total loss). esure then declining the claim in full, even though I think that was fair and reasonable for the reasons I've set out, would have meant a loss of that expectation, causing him distress and inconvenience.

I've considered the circumstances of the case together with the published guidelines from this Service on awards for distress and inconvenience. I think what happened caused Mr G considerable distress, upset and worry and significant inconvenience and disruption over many months. Taking these into account, I think £500 compensation for distress and inconvenience would be fair and reasonable in the circumstances of this case. As esure have awarded (and paid) a total of £500 compensation, then I won't be asking them to make a further award.

My final decision

For the reasons set out above, it's my final decision not to uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 January 2025.

Paul King
Ombudsman