

The complaint

Mr C complains that esure Insurance Limited declined his home insurance claim.

Esure is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As esure has accepted it is accountable for the actions of the agents, in my decision, any reference to esure includes the actions of the agents.

Mr C's son is representing him in this complaint. For ease, I'll refer to anything said by Mr C's son as being said by Mr C.

What happened

In mid-2023, Mr C made a claim under his home insurance policy with esure after water entered his property from the flat roof above his kitchen. His ceiling had partially collapsed and there was also damage to the carpet. Esure arranged for a surveyor to inspect the damage.

A couple of weeks later, esure told Mr C it was declining his claim because the damage wasn't covered by the policy.

Mr C raised a complaint but esure maintained its position to decline the claim. It offered him £200 for some poor communication and a delay in responding to his complaint.

Mr C remained unhappy and asked our service to consider the matter.

Our investigator didn't think Mr C's complaint should be upheld. She wasn't persuaded the damage was caused by a storm as there didn't appear to have been one around the time of Mr C's claim. She also considered whether the damage was covered under the accidental damage section of Mr C's policy. But she concluded that it wasn't. The investigator thought esure's offer of £200 compensation for poor service was reasonable.

Mr C disagreed with our investigator's outcome. He said there was definitely a storm a few days before the kitchen ceiling collapsed and the surveyor told him he would have no issue with the claim. He provided a link to a newspaper article about flash floods near his property shortly before his claim. So, the complaint has been passed to me to decide.

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've reached broadly the same conclusions as our investigator. I'll explain why.

When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the loss or damage. Mr C's policy provides cover for loss or damage caused by an event listed in it. For Mr C's loss to be covered, it would need to fall under one of those

events. If it doesn't – then the claim isn't covered and won't be settled. So, I've needed to consider whether Mr C has shown that an event listed in the policy caused the damage.

Mr C says the damage to his property was caused by a storm, which is one of the insured events listed in the buildings section of the policy's terms and conditions. So, I've considered if the damage was likely to have been caused by this peril.

When our service looks at storm damage claims, we ask three questions. These are:

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

If the answer to these questions is 'yes', then the claim is likely to succeed. But, if the answer to any of the above questions is 'no' – the claim for storm damage is unlikely to be covered.

The policy's terms and conditions define "storm" as:

"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."

Mr C made his claim on 15 July 2023. He says this was when the water ingress into his kitchen occurred.

Esure says there weren't storm conditions in place at the time of the claim. I've checked the weather reports and I'm satisfied that the weather conditions didn't meet the policy definition of a "storm" in the days leading up to the claim.

Mr C says there was a storm with flash flooding in his area about a week before he made his claim, which was reported on the news. The weather report for 8 July 2023, shows that there was around 40 mm of rain on that day, with maximum hourly rainfall of around 29 mm. This indicates that storm conditions were met a week before Mr C's claim. So, to be fair to Mr C, I've gone on to consider whether the damage to his property is consistent with the damage that a storm typically causes.

The surveyor who visited Mr C's property shortly after he made his claim reported the following:

"On 15th July, the kitchen ceiling collapsed as a result of rainwater ingress through the flat roof which was replaced 3 years ago. The carpet is damaged under contents."

Under external damage, the surveyor said:

"There is no evidence of storm damage. The felt is new and the volume of water has overwhelmed the gulley allowing the rainwater to ingress."

Under internal damage, the surveyor said:

"The ceiling has partially collapsed. There was no storm rains recorded on the date of the loss, the Policyholder states there was heavy rainfall."

Mr C says the surveyor told him he wouldn't have any issues with the claim. However, in the internal damage section of the inspection summary report *"to be confirmed"* is circled next to *"covered under policy"*.

In a voice note from the visit the surveyor says: *"In regards to the damage there's no cover under AD (accidental damage) for rainwater ingress and the rainfall suggests that there wasn't any storm. Policyholder is convinced that there was storm so please double check this obviously because otherwise the claim itself will have to be declined in full."*

I understand Mr C is hard of hearing, so it's possible he may have misheard what the surveyor said. But I can hear comments in the background of some of the surveyor's voice notes which suggest Mr C was present at the time. At the end of the last voice note the surveyor says: *"Give us a few days, Sir and I'll be back in touch with you."* So, I don't think the surveyor had concluded that the claim was covered during the visit or suggested to Mr C that it was.

The available information indicates that the surveyor had concluded that there was no damage to the roof itself. He hadn't reached a conclusion as to whether the internal damage was caused by a storm because he wanted ensure to double check if there had been a storm.

Ensure says there was no visible damage to the roof that would have been caused by a storm. It has also referred to pictures the surveyor had taken which show mould in the ceiling. It says this negates the possibility of this being caused by a single ingress of water days before the images were taken.

The surveyor's pictures of the kitchen ceiling show a large hole where plasterboard and ceiling tiles have come down. There is black mould visible on the plasterboard and insulation. Mr C says the black mould was there from a previous leak in the roof, prior to it being professionally repaired around four years ago. So, I've taken this into consideration.

Ensure's surveyor concluded that there was no damage to the roof covering itself, but a small outlet on the flat roof had backed up and water had been able to get behind the felt where it overlapped. Mr C says this was confirmed by a specialist builder and a tradesman who fixed the ceiling. He says the tradesman said the roof outlet could not cope with the volume of water from the flash floods and the water found its way into the void between the roof and internal ceiling. After a few days of soaking, the ceiling came crashing down along with several gallons of water.

I think it's likely that the storm of 8 July contributed to the damage to the ceiling. But the ceiling didn't collapse until around a week later and the Mr C's tradesman has said that the roof collapsed after a few days of soaking. So, I don't think this suggests that the damage was caused by a single ingress of water, but gradually over a period of time.

Moreover, Mr C says that a specialist builder has since made modifications to the roof to prevent the issue from happening again. This suggests there was a pre-existing issue with the structure of the roof which was causing water to enter during periods of heavy rainfall. So, I think it's more likely that the heavy rainfall highlighted an existing problem, rather than being the main cause of the damage.

I've also considered if the damage might be covered under *"accidental damage"* which is defined in the policy as: *"Single, sudden, unexpected and physical damage, which was not deliberate."* However, the policy terms say that the damage needs to be *"as a direct result of"*

a single, unexpected and unintended event...” As the damage doesn’t appear to be due to a single event, I’m not persuaded it is covered under this section of the policy either.

Mr C’s son has commented that Mr C feels he has been labelled a liar and a fraudster. I’m sorry to hear Mr C feels that way but I haven’t seen anything to suggest that esure concluded that his claim was dishonest. It’s clear that there was damage to Mr C’s property that needed to be fixed. But no insurance policy will cover all causes of damage. And I’m not persuaded that the damage Mr C claimed for was caused by an event covered by the policy. So, I think esure’s decision to decline his claim was fair and reasonable.

Esure has apologised for not clearly explaining the reason for declining Mr C’s claim and for a delay in responding to his complaint. It’s offered him £200 to compensate him for this. I think this reasonably recognises the distress and inconvenience caused by esure’s poor communication. So, I think it would be fair for esure to pay Mr C this amount if he wishes to accept this, assuming it hasn’t already been paid.

Putting things right

Esure should pay Mr C £200 for distress and inconvenience if it hasn’t already done so.

My final decision

Esure Insurance Limited has already made an offer to pay £200 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that esure Insurance Limited should pay Mr C £200.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr C to accept or reject my decision before 18 December 2024.

Anne Muscroft
Ombudsman