

The complaint

Mr and Mrs G have complained that esure Insurance Limited unfairly declined an accidental damage claim under their home insurance policy.

What happened

Mr G contacted esure to check whether they would be covered under their home insurance policy while loft conversion work was being carried out in their home. He was told they would be covered.

During the work a first-floor bedroom ceiling collapsed. Mr and Mrs G made a claim to esure. It declined the claim relying on an exclusion for damage caused while building work was being carried out.

Mr and Mrs G complained to this service about the decline of their claim as it was contrary to what esure had told them. Another Ombudsman upheld the complaint. She required esure to reconsider the claim based on the remaining terms and conditions of the policy as though the policy offered cover during building works.

Esure sent another surveyor to inspect the damage. Five other ceilings had been damaged by this point. He reported that the ceilings were made of lath and plaster, were over 80 years old and had gradually debonded. He thought the vibrations from the building work had highlighted but not caused the damage. He also said the failure to take steps to secure the ceilings during the building work was faulty workmanship. Esure declined the claim on the ground that the policy excluded damage that happens gradually and faulty workmanship.

Mr and Mrs G referred another complaint to this service. They felt esure hadn't needed to reinspect the property and was looking for a new ground to decline the claim. Our Investigator didn't uphold the complaint. As Mr and Mrs G didn't agree, the matter has been 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.

My starting point is the wording of the policy. The policy covers accidental damage which is *"as a direct result of a single, unexpected and unintended event"*. The policy excludes loss or damage *"that happens gradually over time"* and/or that is due to faulty workmanship. These exclusions are not unusual in policies of this type.

Esure's surveyor thought the damage to the ceilings was *"consistent with a failure of the lath and plaster ceiling which is as a result of gradual deterioration over time"*. He reported regarding the kitchen that *"there is a small amount of thermal cracking which was highlighted during the initial survey. This is so far away from where the renovations took place that we do not believe it is related. The room is on the ground floor and the building work was on the*

dormer. The damage is consistent with thermal movement over time." He said the same about the ground floor bathroom.

Esure was entitled to rely on its surveyor's opinion about the main cause of the damage to the ceilings and in the absence of any other expert advice I don't think it was unreasonable for it to do so. I note that six ceilings were affected over a period of time. Two of them were on the ground floor and some distance from the work going on in the loft. Further damage in the hall and the third bedroom came to light some time after the works and the initial inspection. Although the building work may have contributed to the collapse of the ceilings, I think esure has shown it's more likely than not that the ceilings had already gradually deteriorated and/or that the building work wasn't the main cause of damage. My conclusion is that its decision not to settle the claim was fair and reasonable.

I appreciate that Mr and Mrs G feel that esure arranged the second inspection to look for another reason to decline the claim. In the final decision of the other Ombudsman referred to earlier it was required to reassess the claim. That means it was entitled to send another surveyor to reinspect the damage and indeed to inspect damage that wasn't apparent on the first inspection. The fact that the claim was declined a second time for a different reason doesn't mean that this was necessarily unfair.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs G to accept or reject my decision before 25 February 2025.

Elizabeth Grant
Ombudsman