

The complaint

Mr and Mrs C complain that esure Insurance Limited (Esure) declined a claim made under their home insurance.

What happened

Mr and Mrs C noticed internal water ingress damage to their home and made a claim for storm damage to Esure, their home insurer.

A surveyor was appointed by Esure, and they carried out an inspection of the damage. However, Mr and Mrs C's claim was declined by Esure on the basis the surveyor was unable to determine there was any external one-off storm related damage to the roof which had resulted in the ingress of water. They also concluded the water ingress had occurred over a period of time, rather than due to a one-off storm event.

Mr and Mrs C obtained their own cause of damage report from a roofer and provided this to Esure, but this didn't change Esure's claim decline decision.

As Mr and Mrs C remained unhappy, they approached the Financial Ombudsman Service.

One of our investigators looked into things but she didn't uphold the complaint. She said that whilst she noted there was heavy rainfall, based on all the information provided, she didn't think a storm was the dominant cause of damage. So, she said that Esure had acted fairly by declining the claim.

Mr and Mrs C didn't agree and asked for a final decision from an 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.

Having done so, whilst I appreciate it'll come as a disappointment to Mr and Mrs C, I've reached the same overall outcome as our investigator.

The notes indicate Mr and Mrs C said there had been a delay in reporting the claim to Esure due to them going on holiday after noticing damage.

Following the claim then being reported, Esure arranged for a surveyor to attend. However, they were unable to find any storm related damage externally to the roof which would have caused the ingress of water. The surveyor also believed the water ingress and damage internally had been caused over time, rather than due to a one-off storm event. And Mr and Mrs C's policy only provides cover for damage caused by water entering the home where it was due to a one-off storm or flood, so Esure declined the claim.

After the claim was declined, Mr and Mrs C arranged for their own roofer to carry out an assessment on the cause of damage. They reported (I've only included the key parts):

"I have been asked by (Mr and Mrs C) of the above address to provide an assessment as to what I believe to have been the cause of their water ingress and the subsequent internal damage to their home..."

... on further inspection I noted some of the pre-formed lead valley seemed to have been disturbed or deformed somewhat from what I would have expected and was present elsewhere...

... (Mr C) had noted there was a slight blockage of twigs and moss on the valley concerned which he went onto the roof to clear. He also noted at that time there was a degree of build up of moss on the north and north-west elevations of his roof and so got someone to clear his gutters and remove the moss build up from his roof tiles to avoid any potential future damage.

Conclusion: On the basis of all the factors known to me and from my close inspection of the roof, it is my professional opinion that either (Mr C) or the person(s) who subsequently cleaned his gutters and de-mossed sections of his roof, have unintentionally deformed the lead valley at this location and caused damage to this section of the roof. By their actions, this would appear to have resulted in the recent occurrence of significant water ingress into the home during the subsequent bouts of very heavy rainfall in late September and October...."

So, Mr and Mrs C's own roofer didn't establish there had been external damage caused by a storm which had then caused an ingress of water. Instead, they concluded that the lead valley had been deformed by Mr C or a tradesman he appointed, and that then resulted in an ingress of water when there was heavy rain. So, in the absence of storm related damage externally, I don't think Esure has acted unfairly by concluding Mr and Mrs C don't have a valid storm damage claim externally for their roof.

Mr and Mrs C do have accidental damage under their policy, which Esure said in their final response *may* provide cover for potential external damage. But Mr and Mrs C would need to provide additional information to Esure in order for them to consider potential external damage further:

"For us to consider further whether there would be any cover for the damage to your roof under the Accidental Damage peril, we would require visual evidence of the damage for review."

If Mr and Mrs C have any visual evidence supporting external damage to the roof, they should submit this to Esure for consideration.

As mentioned, the terms of Mr and Mrs C's policy only provide cover for damage caused by water ingress due to storm or flood. And for the internal damage being claimed for to be considered, it would need to be shown to be due to a one-off event of storm or flood.

I recognise there was heavy rainfall before the claim was made, including at the start of October 2023. And the rainfall around that time met Esure's definition of storm force rain levels (the windspeeds didn't reach what I would consider to be storm force):

"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."

However, whilst there may have been rainfall levels alone which met the definition, I'd need to be persuaded that the internal damage had been caused as a result of a one-off single event of rainstorm, and that this was the dominant or effective cause of the damage. But I'm not persuaded this is the case.

The cause of water ingress was concluded by Mr and Mrs C's own roofer to be due to the lead valley being deformed (and not due to storm related damage). And Mr and Mrs C's roofer concluded this had then allowed water to enter over time, rather than solely due to a single one-off storm event. So, the dominant cause of the ingress was due to the deformed lead valley, highlighted by, rather than caused by, the heavy rainfall and this had then allowed water to enter over time.

Mr and Mrs C have also noted there had been a visible previous ingress of water, and say they hadn't got round to carrying out redecoration before the further ingress then occurred which they claimed for:

"...there was earlier sight of slight staining on my ceiling as a result of debris getting caught in the valley some time before which, once cleared by myself, I had waited to see that it had dried out fully before doing an overpainting of my ceiling. It is unfortunate that I hadn't done so before the impact of the very heavy rainfall over a couple of days..."

I think this also supports that the ingress of water, and consequential damage, wasn't solely due to a single one-off storm event. Therefore, I don't think Esure has acted unfairly by declining the internal damage claim.

Mr and Mrs C do have wider accidental damage cover under their policy. But water ingress is only covered where it's due to a storm or flood. And for the reasons outlined, I'm not persuaded that's the case.

With the above in mind, I don't think Esure has acted unfairly by declining Mr and Mrs C's claim.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 15 April 2025.

Callum Milne
Ombudsman