

## **The complaint**

Mrs B has complained about esure Insurance Limited (esure)'s decision to decline a claim she made under her home insurance policy.

Mrs B is being represented by her son Mr B in her complaint.

## **What happened**

Mrs B made a claim for damage to her home caused by water ingress from the roof.

Esure said the insured peril that applied was 'storm' and relying on this, it said no storm conditions occurred at the time of the event. So it said no insured peril occurred to cause the damage. esure said the cause of damage was gradual due to wear and tear.

Mrs B says esure should consider her claim as flood damage.

One of our Investigators thought esure had fairly considered the claim under the 'storm' peril. He didn't recommend the complaint should be upheld.

Mr B doesn't agree and wants an ombudsman 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.

I appreciate that Mr B's mother is elderly. I've no doubt that having to deal with the disruption and upset following the water damage to her home was significant.

My role is to look at whether esure as the insurer properly considered the claim under the home insurance policy. As the Investigator explained, I cannot look at any complaints about the Home Emergency (HE) part of the policy as this is underwritten by a different insurer.

Mr B says esure sold the HE cover to Mrs B. esure Insurance Limited is the insurer for the home insurance policy. esure services Limited are the broker which sold the policy and associated cover to Mrs B. My decision is about the complaint esure Insurance Limited is responsible for: the claim under Mrs B's home insurance policy.

Mr B disagrees that esure has fairly considered the claim. He says it is obvious there was a sudden insured event, with water flooding into Mrs B's home. He says in any event the claim should be covered under either flood or storm. He has referred to parts of the policy which he says means esure should meet the claim.

The section Mr B has highlighted says:

*"3.Storm/flood*

*What is covered?*

*We will pay for loss of or damage to Your Buildings or Contents as a result of Storm or Flood.*

*What is not covered?*

*We will not pay for loss or damage:*

- *to gates, hedges or fences*
- *caused by frost*
- *caused by or resulting from the failure of a flat felt roof due to wear and tear or lack of maintenance*
- *caused by rising ground water levels which happens gradually over a period of time*
- *to car ports, canopies and awnings*
- *caused by Subsidence, Heave or Landslip*
- *to alterations or extensions to Your Buildings until completed.”*

Having reviewed the highlighted section of the policy, I think esure clearly set out that it will not cover loss or damage caused by or resulting from the failure of a flat roof due to wear and tear.

Mr B says Mrs B's flat roof was in good condition immediately before the incident. However, photos provided by the Surveyor esure appointed show several areas of the flat roof with pools of rain water. This shows that the rainwater was not draining from the roof and instead, sitting on the roof over time. There's no dispute that the rain water leaked into Mrs B's home from the flat roof.

Local weather data shows that there was no wind or rainfall that reached the extreme levels to constitute an insured peril such as storm.

Mr B has used the term 'flood' to describe the water coming into Mrs B's home as flooding in. But it is clear that the water ingress came from rainwater from above the property, rather than flooding from overflowing pipes or rivers. So I'm satisfied that esure has applied the correct insured peril to Mrs B's circumstances.

I therefore agree with the Surveyor's professional opinion that no insured event occurred – and while it is accepted that when the leak occurred, this was sudden, the cause of the incident wasn't. This is why the cause of damage matters – as insurers don't cover every eventuality, but extreme 'one off' events that cause loss or damage. In other words, a property in otherwise good condition would sustain bad weather, but not extreme weather.

So taking everything into account, I think esure has reasonably considered and declined Mrs B's claim. I understand this will come as a disappointment to Mr B and Mrs B. But I think esure acted reasonably and in line with the policy.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 9 June 2025.

Geraldine Newbold  
**Ombudsman**