

The complaint

Mrs E complains Gresham Insurance Company Limited ("Gresham") declined a claim she made on her home insurance policy following a storm.

Gresham is the underwriter of the policy, i.e. the insurer. Part of this complaint concerns the actions of its agent. Since Gresham accept it is accountable for the actions of its agent, in my decision, any reference to Gresham includes the agent.

Mrs E is represented by a loss assessor but for ease I will refer to Mrs E throughout my decision.

What happened

Mrs E has buildings insurance with Gresham.

Mrs E contacted her insurer after she noted water ingress to the bedroom floor in her home following a storm in September 2024. Mrs E was claiming for repairs to the roof and the bedroom ceiling and walls.

Gresham attended Mrs E's home in October 2024 and following this visit declined the claim since it said there wasn't any evidence of storm damage. Gresham said the water ingress was due to gradual damage and therefore not covered by the terms of the policy.

Mrs E says she didn't notice any water damage before the storm in September 2024. Mrs E appointed a loss assessor to survey the damage, and he concluded the water ingress was a direct result of the storm, and not due to wear and tear. Mrs E says her claim has been declined incorrectly and this has caused her considerable distress and anxiety.

Mrs E wasn't happy with the service received from Gresham, so she complained.

Gresham said its technical team considered the claim and were unable to evidence any storm related damage. It reviewed the survey and noted that externally there were no signs of storm damage. Gresham said gradually occurring damage was excluded from the policy and so the claim remained declined and Mrs E's complaint wasn't upheld.

Mrs E referred her complaint to this service. Our investigator considered the evidence and concluded that Gresham had acted fairly and in line with the terms of the policy. She said while she agreed there had been a storm at the time, she didn't think the damage caused was consistent with a storm, and that those conditions weren't the main cause of the water ingress. She didn't uphold the complaint.

Mrs E didn't agree. She said during the storm she noticed water had tracked down the kitchen wall and caused a pool of water on her kitchen floor. There was damage to the spare bedroom above the kitchen, which she says was the result of a single weather event. Mrs E says there is visible water damage in the adjacent bedroom which was only noted since the storm. Mrs E says if the damage had occurred over time it would have been noticed in other

rooms of the property, but these have only been noted since the storm. Because Mrs E didn't agree the complaint has come 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.

In this case I have to consider whether Gresham have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.

I am sorry Mrs E finds herself in this situation and I understand it must be very worrying for her. Having considered the evidence carefully, I haven't upheld this complaint, and I'll explain why.

Not all damage a home sustains is covered by home insurance. In order for there to be a valid claim under a buildings insurance policy, the damage must have occurred as a result of an 'insured peril'. These 'perils', or events, are specified in every policy and include reasons such as theft, fire, and storm damage. If the damage being claimed for can't be said to be as a result of one of these perils, then there can be no valid claim from the start.

Storm conditions

Having reviewed the information provided I'm satisfied there was significant rainfall on the day Mrs E says the damage was caused. But to uphold Mrs E's complaint I'd need to be persuaded the main cause of the damage to the roof, ceilings, and walls, was the storm. And having reviewed everything I don't think that's the case.

While the wind speeds and hourly rainfall aren't typical of storm conditions, the rainfall was significant at 78.6mm over the course of the day. There is no definition of storm in the policy, but I have seen from the weather report that the rain was particularly torrential. So, taking all of the circumstances into account I consider the rainfall was sufficiently intense and unusual to be considered a storm, despite wind speeds not being typical.

The damage

Gresham say the damage to Mrs E's home wasn't as a result of a storm. It says a defective roof valley allowed the ingress of water into the property, and this is what caused the damage to the bedroom. Gresham provided a report from its surveyor which confirms the roof was showing signs of wear and tear so required maintenance and the policy doesn't cover this.

The report also notes the water ingress was gradual, over many months, due to the extent of fungal growth and saturated walls. There are also photographs in the report of the roof and bedroom which evidences the deteriorated roof and the extent of the damage to the ceiling and wall. And I'm persuaded by what it shows. I also haven't seen any firm evidence that the expert's report is incorrect.

Mrs E says she didn't notice any internal damage until she noted water on the floor. And I think that's in line with the surveyor's view that the damage is due to gradual water ingress. Mrs E wants Gresham to cover the cost of the work to repair the ceiling and wall. For the claim to be accepted there needs to be an insured peril that was the major factor for the damage to the roof. And while I think the rainfall was significant, I'm not persuaded the damage claimed for is typical of storm damage.

It's more likely the cause of the damage to the roof was as a result of wear and tear, and the level of rainfall highlighted an existing problem.

Accidental damage

The policy defines accidental damage as, "*damage caused suddenly and unexpectedly by an outside force*". Having considered the photographs and evidence I'm persuaded there has been long-term gradual water ingress rather than a one off sudden and unexpected event. And so, I don't think accidental damage applies here.

The policy terms also exclude damage caused by, "*water entering your home regardless of how this happened*." And so, damage caused by water entering the home, as is the case here, isn't covered by the policy.

The crux of the matter is that Gresham hasn't seen anything that shows the damage to Mrs E's home is as a result of the weather. Rather, the evidence shows it's more likely the water ingress has been ongoing for some time. Mrs E hasn't provided sufficient evidence to support her view the damage was caused by an event covered by the terms of her policy. So, I think it's fair and reasonable for Gresham to have declined her claim.

I know my decision will be disappointing to Mrs E who has suffered significant damage to her roof and ceiling. But, having considered everything, I don't think Gresham has unfairly or unreasonably declined the claim.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 29 July 2025.

Kiran Clair
Ombudsman