DRN-5680719

The complaint

Mrs P and Mr P complain about esure Insurance Limited ("EIL") and the decision to decline the claim they made on their home insurance policy, after the roof above their indoor pool was damaged.

Mr P has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mr P or Mrs P as "Mr P" throughout the decision where appropriate.

What happened

The claim and complaint circumstances are well known to both parties. So, I don't intend to list them chronologically in detail. But to summarise, Mrs P and Mrs P held a home insurance policy, underwritten by EIL, when part of their ceiling above their indoor pool was damaged. So, they contacted EIL to make a claim in December 2024.

Mr P set out why they felt the damage was likely caused due to storms in their area in November 2024. And EIL advised Mr P to obtain his own report to understand the cause of the damage, before a claim was processed. Mr P returned to EIL with a quote for the required repairs in February 2025 and EIL arranged for their own surveyor, who I'll refer to as "B", to inspect Mr P's home.

Having done so, relying on B's professional opinion, EIL declined the claim, explaining why they didn't believe there was an insured event and instead believing the damage had been caused gradually, over a period of time. Mr P was unhappy with this decision, so he raised a complaint about it, and what he felt was EIL's failure to provide adequate reasoning for this upon his request.

EIL responded to the complaint and didn't uphold it. They thought their claim decision was a fair one, based on the professional opinion of B. So, they didn't offer to do anything more. Mr P remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn't uphold it. Both parties have had sight of this outcome, so I won't be recounting it in detail. But to summarise, our investigator explained why they thought EIL were fair to decline the claim, talking to the weather conditions not meeting the criteria of a storm and the gradual deterioration exclusion included within the policy. They also set out why they felt EIL have made their reasoning for the claim decline reasonably clear. So, they didn't recommend EIL do anything more.

Mr P didn't agree, providing several comments setting out why.

These included, and are not limited to, the fact that damage was localised to one area suggested a one-off event, such as a storm, did occur. And he set out why he felt it was unfair for EIL to rely on B's report, and professional opinion, considering the time that elapsed between the damage occurring and the inspection taking place. Mr P also raised his concerns regarding EIL's advice to expose and investigate the damage, at a financial cost to himself, only to decline the claim after this work had been completed. As Mr P didn't agree, the complaint has been passed to me for a decision.

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'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before I explain why I've reached my decision, I want to set out what I've been able to consider and more importantly, how. It's not my role, nor the role of our service, to re-underwrite the claim Mr P made, as we don't have the expertise to do so. Instead, it is my role to consider the claim decision EIL made and decide whether they acted fairly, and in line with the policy terms and conditions, when reaching it.

When doing so, I must be clear that in line with our services approach, which reflects that of the industry, our service usually finds it reasonable for an insurer such as EIL to rely on the opinion of a professional expert, in this situation B, unless there is persuasive conflicting evidence to show it was unreasonable for them to do so.

I note it's not in dispute that the damage to Mr P's home was due to water ingress. And I recognise why Mr P feels because of this, any damage this ingress caused should be covered by his policy, as it's this sort of situation he purchased the policy to cover him for.

But insurance policies such as the one Mr P held aren't intended to cover every eventuality. Instead, they are designed to cover a customer such as Mr P for particular insured perils, which are detailed within the policy documentation. So, even though there was water ingress, this doesn't mean EIL were obligated to accept the claim Mr P made. And EIL were entitled to take steps to validate Mr P's claim to satisfy themselves the damage present was caused by an insured event.

In this situation, I've seen the two insured perils considered were either storm, or accidental damage. And I'm satisfied these were the two insured perils Mr P's claim could have been attributed to, considering the water ingress wasn't caused by an escape of water from a leak through pipework for example. So, I've considered the situation of the claim against both potential insured perils when deciding whether EIL acted reasonably when declining the claim.

I've first considered whether EIL were fair to decline the claim under the storm peril. And I've done so within our services approach to claims of this nature. When considering a storm claim, for us to decide a claim should be accepted, there are three questions we consider with the answer needing to be "yes" to all three.

The first of these questions that must be considered is "Were there storm conditions?". And I've seen in the policy terms and conditions that EIL define storm as "*wind speeds of 55 mph or above and/or 25 mm or more of rainfall in any 24-hour period".*

I note Mr P wasn't sure of the exact date the damage occurred, but he highlighted two storms that were present in his area during November, when he assumed the damage occurred. So, I have checked weather reports for the entire month of November in his area, to assess whether there were weather conditions that met the criteria outlined above.

Having done so, I'm satisfied that neither the wind speed, nor daily rainfall, met the criteria outlined by EIL. So, as the answer to the first question is no, I'm satisfied EIL were fair to decide there wasn't a storm that would allow them to accept the claim under the storm peril.

I then turn to the accidental damage cover Mr P held on his policy, which was an additional benefit he paid for. The policy terms and conditions explain under this aspect of the policy that they will pay for "*accidental damage to your buildings or contents as a direct result of a single, unexpected or unintended event".*

But I've seen B's report, and professional opinion which includes their voice recordings at the time of inspection, which explain their opinion that the damage present at Mr P's home was caused gradually, over a period of time. Further to this, they suggest that some of the damage caused was most likely due to vermin.

Within the terms and conditions of the policy, it states that EIL won't pay for damage caused by *"moth, vermin, birds, insects, fungi, dry or wet rot"* as well as setting out an exclusion for *"loss or damage that happens gradually over a period of time".*

So, as EIL obtained a professional opinion from the expert in this situation, B, who stated the damage was likely caused by both these reasons, I'm satisfied they acted fairly when relying on this to decline the claim Mr P made. And while I recognise Mr P provided a quote for the repair work required, this quote doesn't provide a professional opinion for the cause of the damage. So, I've not been persuaded that there was conflicting evidence that should have led EIL to reach a different decision. Because of this, I'm not directing EIL to take any further action, such as accept and cover the claim, on this occasion.

I understand this isn't the outcome Mr P was hoping for. And I want to reassure him I've thought carefully about all the representations he's put forward and the financial impact EIL's decision has had, even if I haven't commented on them specifically in line with the informal nature of our service.

I note he has concerns about the report provided by B, considering the time take between the damage occurring, and the inspection taking place. And I do recognise there was a period of several months between the two. But I've seen that EIL advised Mr to undertake work to ascertain the cause of the damage before they instructed a surveyor, to prevent a claim being recorded against his policy initially.

From the notes I've seen, I'm satisfied Mr P accepted this as a way forward and it took around three months for Mr P to return to EIL with a quote for the repair works required, which wasn't something EIL could control. So, it wouldn't be reasonable for me to hold EIL responsible for this or find that they delayed inspecting Mr P's property as an inspection was arranged in a reasonable amount of time once Mr P returned to them.

I also recognise Mr P's concerns about being told to complete this work, at a cost to himself, only for the claim to be declined. But I've seen no evidence to suggest EIL advised Mr P to complete this work under the promise the claim would be accepted. Instead, they explained this was to first ascertain the cause of the damage, explaining why the cause would have implications on the claim decision. And considering my decision that EIL declined the claim fairly, I'm satisfied the costs Mr P incurred were costs he would always have needed to cover, to repair the damage to his home.

I also want to make it clear again I don't dispute the damage was likely caused by water ingress. And it may be that this was made worse by weather conditions in the area of his home in November 2024. But as I've set out above, water ingress itself, and the damage this caused, doesn't obligate EIL to accept the claim and cover the costs of the required repairs.

Within the policy terms and conditions, within the general exclusions, it’s also made clear that EIL won’t cover *“damage caused by weather conditions”* and *“damage caused by water entering your home other than by storm or flood”*. So, as I can’t be satisfied a storm occurred, this further supports my decision that EIL acted fairly when declining the claim.

Finally, I have considered Mr P’s concerns about the explanation EIL provided upon his request for further clarity on their reasoning. While I don’t doubt Mr P’s testimony that he was left feeling unsure of the reasoning, and the scope of the policy he held, I’m satisfied EIL took reasonable steps to address this by providing a copy of the report that supported their decision. So, I’m unable to say they acted unfairly regarding this point.

My final decision

For the reasons outlined above, I don’t uphold Mrs P and Mr P’s complaint about esure Insurance Limited.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs P and Mr P to accept or reject my decision before 8 September 2025.

Josh Haskey
Ombudsman