

## **The complaint**

Miss M and Mr B complain that esure Insurance Limited ('esure') unfairly declined a storm damage claim they made under their property insurance policy.

Miss M 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, as those of "Miss M" throughout this decision.

## **What happened**

Miss M held an insurance policy underwritten by esure. She raised a claim in January 2025 and said Storm Eowyn had damaged her garage. esure instructed a surveyor to inspect the damage but that report concluded that the storm had highlighted existing wear and tear, which was excluded from cover. Miss M remained unhappy with esure's response and raised a complaint, but esure maintained their position. Miss M then brought the complaint to this Service.

An Investigator looked at what happened but ultimately didn't think the complaint should be upheld. They said they'd reviewed weather data records closest to Miss M's property and was satisfied there were storm conditions that met the definition of storm in Miss M's policy. But the Investigator said that the surveyor's report outlined that the damage was due to underlying wear and tear, which the policy excluded. The Investigator concluded that they were persuaded esure provided evidence to show they fairly and reasonably declined the claim based on the terms and conditions of Miss M's policy and based on the surveyor's evidence.

Miss M didn't agree with the Investigator's conclusions. She said that the garage was in perfect working order, and the damage was due to Storm Eowyn. She also said that esure hadn't sent somebody out to inspect the damage for around three weeks and this meant the garage was left open to the elements during this time.

Miss M asked for an Ombudsman to consider the complaint – so, it's been passed 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.

Having done so, I've reached the same overall outcome as the Investigator, and I don't uphold this complaint. I appreciate this will be disappointing to Miss M – so, I've set out my reasons below.

The relevant rules and industry guidance say esure should handle claims promptly and mustn't decline them unfairly. Miss M's policy provides cover for damage caused by storm – but esure says that their surveyor's report concluded that the type of damage Miss M was

claiming for was due to underlying wear and tear. So, I've considered whether this was a fair and reasonable conclusion for esure to reach.

As the Investigator has previously set out, when looking at a storm claim complaint, there are three issues this Service needs to consider:

1. *Do I agree that storm conditions occurred on or around the date the damage is said to have happened?*
2. *Is the damage claimed for consistent with damage a storm typically causes?*
3. *Were the storm conditions the main cause of the damage?*

Only if the answer is 'yes' to all of these questions would I consider this claim should be paid.

I can see that esure said in their final response that they agreed Storm Eowyn had been in force at the time of the loss. I can also see that weather records demonstrate strong winds that exceeded the policy term in Miss M's policy. I'm therefore overall satisfied there were storm conditions on the date of the loss – so I'll move on to consider points two and three.

In relation to point two, I can see the surveyor's report identifies the damage Miss M claimed for was to the garage's side panel, and said the construction was concrete panels with a render finish. The report recorded that one section was lying on the ground in rubble. I can see that esure hasn't suggested the damage caused is inconsistent with the type of damage a storm typically causes. Therefore, I've considered whether the storm conditions were the main cause of the damage.

In esure's surveyor's report, it was noted that the garage was in "...*poor condition. There is sealant mastic missing from all the joints, the window frame and door frame are rotten. There is cracking to various areas, gaps visible. The recent winds have highlighted the poor condition of the garage.*"

The surveyor's report outlines that the garage was in generally poor condition and that the storm conditions highlighted these issues. On that basis, esure declined the claim under the policy's wear and tear exclusion. Having considered all the available evidence, I think that it was reasonable for esure to take the surveyor's opinion into consideration when reaching this claim decision.

I appreciate that Miss M's testimony is that she felt the garage was in good condition and that she'd never experienced problems like this before. I do not doubt the submissions she has made, but overall, I find the evidence provided by esure to be most persuasive in the circumstances. The surveyor, who is the relevant expert in this field, has said the damage was caused by the condition of the garage which Storm Eowyn highlighted. And I think that the conclusion that the damage to Miss M's property wasn't caused by storm conditions but rather highlighted an existing wear and tear issue, was a reasonable one for esure to reach based on the evidence available to them. As Miss M's policy specifically excludes damage caused by wear and tear, it follows that I think it was reasonable for esure to decline the claim.

In relation to how esure handled the claim, I can see that Miss M has submitted that the surveyor did not attend to inspect the damage for around three weeks, and she felt they weren't receptive to her warm welcome and she felt their demeanour was poor.

I can see esure apologised for any distress their surveyor caused Miss M and awarded £150 compensation. So, I need to decide whether that's enough to put things right. I've weighed up Miss M's testimony, the available evidence, and the duration of the process overall. In the

circumstances, I think the sum of £150 is fair and reflects the impact esure's actions had on Miss M – so I won't be asking them to increase this. I consider the sum esure has already paid to be in line with the level of compensation appropriate to these issues, and I'm satisfied this produces a fair and reasonable outcome in this particular complaint,

### **My final decision**

For the reasons given, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M and Mr P to accept or reject my decision before 19 January 2026.

Stephen Howard  
**Ombudsman**