

The complaint

Ms L and Mr L complain about esure Insurance Limited (“EIL”) and the decision to decline the claim they made on their home insurance policy, following damage caused by a storm.

Mr L has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, and comments made, by either Ms L or Mr L as “Mr L” 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 these chronologically in detail. But to summarise, Ms L and Mr L held a home insurance policy, underwritten by EIL, when their roller shutter that managed access to their driveway was damaged during a storm. So, they contacted EIL to make a claim.

EIL declined Ms L and Mr L’s claim, explaining gates were excluded from cover under the storm peril. And they set out why they felt Mr L’s roller shutter was used, and functioned as, a gate. Mr L was unhappy about this decision, so he raised a complaint, setting out why he felt it was unfair to classify the shutter as a gate.

EIL responded to the complaint and didn’t uphold it, setting out why they thought their claim decision was a fair one. Mr L 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 set out why they thought EIL were fair to decline the claim, as they were satisfied the roller shutter was used primarily as a gate, considering it didn’t manage access to a building or enclosed structure. So, they didn’t recommend EIL do anything more.

Mr L didn’t agree, providing several comments setting out why. These included, and are not limited to, his continued assertion that the roller shutter was a door, and not a gate as he felt many other people would agree with. He explained the policy didn’t provide a definition of a gate, nor set out a requirement for a door to be attached to a building, and so he didn’t believe EIL were fair to decline the claim. As Mr L 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.

I note in this situation, it's not disputed by either party that there were storm conditions that led directly to the damage that Mr L's property, more specifically his roller shutter, incurred. So, I don't intend to discuss this in any further detail.

But crucially, I note EIL have relied on a policy exclusion linked directly to the storm peril to decline the claim Mr L made. So, I've considered whether I'm satisfied EIL acted fairly, and in line with the policy terms and conditions, when making this decision and relying on that exclusion.

The policy terms and conditions explain that the policy doesn't cover for any damage caused to "*gates or fences, car ports, canopies and awnings*" when a storm claim is made. And EIL have explained this is because they believe structures of this nature are more susceptible to storm related damage. While it's not my role to determine what exclusions a business can include, I'm satisfied this reasoning seems both reasonable and logical.

So, based on the exclusion set out above, I'm satisfied EIL were able to decline a claim if it related to damage caused to any of the structures the exclusion referred to. And the key point I've considered here is whether EIL were fair to classify Mr L's roller shutter as a gate.

I note Mr L doesn't feel EIL were. And I want to reassure him I've considered all the representations he's put forward, even if I haven't commented on them specifically in line with our services informal approach. This includes his point centring around the fact the policy EIL provided didn't provide a definition of a door, or gate, or that a door would need to be attached to a building to qualify as one.

I must be clear that our service doesn't expect a business to provide a definition for all terms and eventualities, as this wouldn't be reasonable to expect. So, this in itself doesn't mean EIL have acted unfairly.

But in a situation such as this, where a definition isn't set out within the policy, it's our service's approach to consider an every-day and reasonable interpretation. And when doing so, we often refer to regular dictionary definition.

In this situation, I've seen the Oxford dictionary definition of "door" which is described as "*a movable barrier, typically made of wood, glass or metal, used to open and close an entrance to a room, building or vehicle*". In this situation, the roller shutter wasn't used to close an entrance to any of these examples, nor an entrance to any building or enclosed structure. Instead, it was used to manage the access to Mr L's open-air driveway.

So, considering the above, I'm not persuaded EIL acted unfairly, or unreasonably, when deciding that Mr L's roller shutter wasn't being used as a door, in an every-day interpretation.

But I must also be satisfied they were fair to decide the roller shutter was instead being used as a gate, which was an exclusion within the policy terms and conditions. Again, there is no policy definition and so, I've considered an every-day interpretation, relying on a dictionary definition.

Referring to the Oxford dictionary again, I've seen that a "gate" is defined as "*a barrier, usually movable, that closes or opens an opening in a fence, wall, or other structure*".

Having reviewed the photos and videos provided to me, I'm satisfied it's reasonably clear that the roller shutter was used to open, or close, an opening within the fenced boundary of Mr L's home and driveway.

Considering this, I'm satisfied EIL were fair when deciding the roller shutter was acting as a gate. And because of this, it follows that EIL were fair and reasonable to decline Mr L's claim on this basis, considering any damage to gates caused by a storm was excluded within the policy terms and conditions.

So, because of all the above, I'm not directing EIL to do anything more on this occasion.

I understand this isn't the outcome Mr L was hoping for. And again, I want to reassure him I've considered all the representations he's put forward, as well as the financial impact this decision will likely create.

But while I recognise the roller shutter may be named and advertised as a door, I'm satisfied the use and purpose of this roller shutter saw it acting as a gate and that EIL were fair to treat it as such.

My final decision

For the reasons outlined above, I don't uphold Ms L and Mr L's complaint about esure Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L and Mr L to accept or reject my decision before 16 September 2025.

Josh Haskey
Ombudsman