

## **The complaint**

Mr and Mrs M are unhappy that esure Insurance Limited declined their home insurance claim for storm damage to their artificial lawn.

## **What happened**

The parties are very familiar with the background to this complaint, so I don't intend to set it out in detail here. In summary, following a severe storm in January 2025, Mr and Mrs M made a claim for storm damage to their artificial lawn, which became detached from its fixings. esure has declined Mr and Mrs M's claim, saying that the damage was not caused by the storm, which only highlighted a deterioration of the fixings, where the glue used to secure the lawn had become de-bonded over time.

Mr M arranged for a repair to the lawn with which he's now not happy. esure says that even if the damage had been covered, this repair has prejudiced its position, as it means that what would have been a simple and inexpensive repair would now be much more costly.

Our investigator considered the reports by the various parties involved and concluded that the damage was more likely than not as a result of the de-bonding of the glue. She also said that even if she had thought that the storm was the main cause of the damage, Mr M's actions in repairing it had prejudiced esure's position, and it was still fair for it to have declined the claim.

Mr and Mrs M didn't agree. Mr M considers that the damage was caused by the storm, and he thinks that the evidence from his installer is more persuasive than that of esure's experts. So, the matter has come 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.

I appreciate that this has been a stressful and upsetting experience for Mr and Mrs M. esure awarded and paid them £100 for its conflicting messaging in relation to the claim and its failure to return a call. But the main crux of Mr and Mrs M's complaint is that their claim has been declined. I was sorry to hear how upset they've been by this.

I understand that Mr M thinks that our investigator hasn't reached the correct conclusion and that her investigation has been flawed. He wanted her to set out all the evidence in a report and her findings in relation to it. But I'm afraid that's not how we work. We're an informal dispute resolution service. We don't generally set out all the evidence in our opinions and decisions but instead include the main reasons for reaching the conclusions that we have. So, Mr and Mrs M should please not take any offence if I fail to say something in this decision that they consider to be important.

I have carefully considered all the evidence, but I appreciate that Mr and Mrs M will be disappointed to hear that I have reached the same conclusion as our investigator and for

similar reasons. I won't repeat everything here that the investigator set out in her opinion but will instead summarise the reasons for my decision below.

Mr and Mrs M will have noted from the investigator's opinion that our approach to complaints involving storms is to ask three questions. The first is '*was there a storm?*' which it's agreed by all concerned that there was here. I also do not doubt that it was a serious one, as Mr M has said.

The second question is '*could this damage have been caused by a storm?*.' Again, I agree with our investigator that this sort of damage could be caused by a storm. But in order for any damage to be covered by the insurance policy, the storm must be the main thing that led to that damage.

So that leads us to the third question - '*was this damage caused by a storm?*' It's here that the dispute arises. I've considered all the reports provided. I know that Mr M thinks that his fitter's report - that there was no de-bonding of the glue - is the most reliable. But esure's loss adjusters say differently. Various calls have been put into the manufacturer of the lawn, and a visit took place by their representative as well. But I've not found any of these reports to have been conclusive. So, it falls to me to decide, based on the balance of probabilities, and with the benefit of having considered what all the experts have said, what I consider more likely than not happened.

I know that Mr M will not agree with me, but having carefully considered what everyone has said, including Mr M himself, I haven't found the storm to have been responsible for the damage. And by damage I mean that the storm was itself responsible for ripping the lawn from what are alleged to be otherwise sound fixings.

As our investigator said, I think the storm highlighted a problem that had already happened when the adhesive fixing the lawn to the base had become loose over time. If this had been secure, I haven't seen sufficient evidence to persuade me how the wind could have done the damage it did. The perimeter of the lawn remains fixed, and it was only at the adhesive secured seam that the problem occurred. So, I agree with esure's position that the storm more likely than not didn't cause, but highlighted, the damage which had already been taking place for some time.

esure additionally rely on a clause in the policy excluding liability for '*poor condition – where your buildings or contents haven't been maintained to a good state of repair*' as well as '*wear and tear*,' which includes gradual deterioration. So, even if I had thought the storm was the main cause of the damage, which I don't, I also don't think that esure has acted unfairly or unreasonably in relying on these terms when deciding not to pay the claim.

esure have said that the repair that Mr M arranged has prejudiced their settlement of the claim. I appreciate that Mr M has said that he considered the state of the lawn to be a safety hazard, and so he had it fixed. But esure's policy does clearly provide that customers should not '*try to repair any damage without our consent*.'

Here, the manufacturer has said that the damage could have been fixed relatively cheaply - for about £250. But that as a result of the repair, this would now be much more. Taking into account Mr and Mrs M's policy excess of £200, this means that the cost to esure would have been very low, but for the actions that Mr M took. So, I also don't consider that esure has acted unfairly in relying on that clause in the alternative to decline Mr and Mrs M's claim.

I note that esure have paid Mr and Mrs M £100 for the distress and inconvenience that they were caused by some communication errors in relation to the policy cover and the failure to return a call. That's around the sum that I would have awarded for what was clearly an

upsetting experience for Mr and Mrs M. So, I don't intend to require that they do anything more than they've already done.

### **My final decision**

It's my final decision that I don't uphold Mr and Mrs M's complaint, and I won't be requiring that esure Insurance Limited do anything more than they have already offered to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 6 January 2026.

James Kennard  
**Ombudsman**