

The complaint

Mr A and Ms S have complained about esure Insurance Limited's decision to reject a claim they made for storm damage under their home insurance policy.

As Mr A is the lead complainant, I have referred to him in my decision on behalf of Mr A and Ms S.

What happened

Mr A made a claim to the insurer esure for damage to a fixed bench and planter in his garden. Mr A said they were damaged by a storm.

esure rejected the claim as it said the damage was not caused by an insured peril.

Mr A brought his complaint to us. One of our Investigators didn't recommend the complaint should be upheld. Mr A disagrees and wants an ombudsman to decide. In summary he says storm conditions caused the damage, the damage doesn't have to show immediately and pre-existing timber decay was not the dominant cause.

So the case has 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.

Mr A has provided a list of example decisions which he says sets a precedent that it is unreasonable to decline his claim because of timber decay alone.

We look at each case on its own merits. Having reviewed the examples provided by Mr A, there are key differences to his claim and therefore aren't relevant. The final example Mr A provided to support his claim concluded that pre-existing damage to a roof was the dominant cause, not a storm. So this complaint was not upheld.

Insurers provide cover for specified insured events such as fire, flood and storm. For storm damage claim complaints, we ask three questions:

- Were there storm conditions when the damage occurred.
- Was the damage consistent with what a storm would cause.
- Was a storm the dominant cause of damage.

Where we find the answer to all three questions to be 'yes' we are likely to say the claim should be met. However, where the answer to any of the questions is 'no' we generally find it is fair for an insurer to reject the claim.

I understand Mr A says there were weather warnings of a storm in his area before the storm

happened. I don't dispute this. However, the data esure relied on is taken from what was recorded locally when the poor weather occurred. So this is more reliable evidence of the actual weather conditions at the time. Local weather data records that wind speeds peaked at 41mph.

Under their policy wording, Lloyds' provides the following definition for the insured peril of storm:

"A violent gale force 10 on the Beaufort scale reaching wind speeds of 55 mph or above and/or 25mm or more of rainfall in any 24-hour period, and/or snow to a depth of at least 1 ft (300mm) in 24-hours and/or hail of such intensity that it causes damage to hard surfaces or breaks glass, according to Our weather data."

So while I'm sure there was poor weather at the time, records show that storm conditions as defined under Lloyds' policy did not occur. So the answer to the first question is 'no.'

Mr A says the damage occurred around a month after the storm occurred. esure went on to consider if the damage Mr A claimed for was mainly caused by a storm. It arranged for an assessor to visit Mr A and Ms S's home to inspect the damage.

The assessor reported that on inspection, the benches were built into blocked and rendered walls. The end of the benches had rotted away over a period of time and there was no evidence of storm damage. Photos provided by the assessor show the decay of the benches and the low level cracked rendered walls where the benches slotted in. The assessor concluded that the damage wasn't covered by an insured event.

Having reviewed the assessor's report, I don't find there is evidence that the damage is consistent with what a storm would cause as it has occurred over time. And I don't find there is evidence that the dominant cause of damage is a storm.

It is for a customer to evidence their claim. Having considered all of the available information, I find esure's decision to reject the claim was reasonable and in line with the policy. This means I'm not asking it to do any more.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Ms S to accept or reject my decision before 16 March 2026.

Geraldine Newbold
Ombudsman