

The complaint

Mrs R complained that esure Insurance Limited (“esure”) unfairly declined her claim for storm damaged render under her home buildings insurance policy.

Mrs R is represented by Mr P.

What happened

Mr P contacted esure in March 2025 to make a claim on behalf of Mrs R. He said damage to pebbledash render on the side of her house occurred on 22 December 2024. He said this was during a storm with high winds. Mr P said esure arranged for a surveyor to inspect the damage. But the surveyor contacted Mrs R directly despite instructions not to. This resulted in Mr P not being present during the inspection.

Mr P said the survey report was poor and gave no explanation why the claim was being declined. He said Mrs R had to go out whilst the surveyor was inspecting the damage. So, he didn’t explain anything to her about the decline decision. Mr P said Mrs R has difficulties dealing with such matters, which is why he was representing her. He said later correspondence referred to Mrs R as Mr P’s mother. He said this was distressing as his mother had died some years ago.

Mr P complained to esure about the decline decision and about the service it had provided. In its response esure said it had declined the claim correctly in accordance with its policy terms. It acknowledged that Mr P had been given authorisation to deal with the claim. But it said Mrs R was still able to speak to its agents, which is how a different inspection date was arranged.

esure agreed its surveyor should not have said that his findings were discussed with Mrs R, when this hadn’t happened. It also acknowledged a mistake had been made in referring to Mrs R as Mr P’s mother. esure offered £150 compensation because of these points.

Mr P didn’t think esure had acted fairly and referred the matter to our service. Our investigator didn’t uphold the complaint. He thought esure had shown that the damaged wall was in a deteriorated condition prior to the storm. This meant it had declined the claim fairly. He didn’t think the service it provided was of a good standard. But he felt this had been acknowledged appropriately with a compensation payment.

Mr P didn’t accept our investigator’s findings and asked for an ombudsman to consider the complaint.

It 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.

Having done so I'm not upholding Mrs R's complaint. I'm sorry to disappoint her, but I'll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at the weather records esure provided. This showed 51mph wind gusts were recorded on 22 December 2024. I've also checked the records we have access to. The maximum wind speeds shown were 45mph on 22 December. Wind speeds either side of this date were lower.

Mrs R's policy provides the following definition for a storm:

"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"

Based on this information storm force winds weren't experienced around the time Mrs R said the damage occurred. So, the answer to question one is no. However, esure hasn't commented on whether storm conditions were experienced. It declined the claim referring to a natural breakdown of materials. So, I'll go on to consider the next two questions.

Damage to render isn't typical of damage caused by storm force winds. Pebbledash render is fixed in place with cement-mortar. I would not expect this to be blown off unless the render was in a deteriorated condition. So, I think it's reasonable to accept the answer to question two is no.

The final question is whether a storm was the underlying cause of the damage. I've read the 'Inspection Summary Form' esure's surveyor completed. There is limited information provided on this form other than to confirm the cause of the damage was due to a natural breakdown of materials. However, the surveyor did provide further information on request from esure. He referred to an online street view photo that showed the side of Mrs R's home where the damage is now located. The surveyor pointed to a large crack in the render as well as water/weather marks. He said the crack would have been exposed to water penetration in these areas. The surveyor said it was this that resulted in the render detaching from the brickwork.

I've viewed the images available online, as well as those provided by esure. This supports the comments the surveyor made with respect to cracking and marks in the render.

Based on this information the deteriorated condition of the render was the underlying reason for the damage. I accept what Mr P says that without the strong winds the render would still be in place. But I'm satisfied the wind has merely highlighted a pre-existing issue with the condition of the render.

Mrs R's policy doesn't provide cover for damage that occurs gradually. I'm satisfied that a

storm wasn't the underlying cause of the loss Mrs R reported. So, this means question three is also no, and esure can reasonably decline the claim.

I have no reason to doubt what Mr P said about his initial instruction to esure that all contact should be made through him. I understand Mrs R preferred to be represented rather than deal with the claim herself. esure should have made sure that this happened. In not doing so this caused Mrs R some distress. Similarly, I note Mr P's distress at the incorrect reference to his deceased mother. esure confirmed that this mistake has been fed back internally to avoid issues in future.

It's fair that compensation was provided by esure for the shortfalls in the service it provided. But I think £150 is reasonable. So, I can't fairly ask esure to pay anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 22 March 2026.

Mike Waldron
Ombudsman