

## The complaint

Mrs M has complained that esure Insurance Limited (esure) unfairly declined a claim under her home insurance policy.

Mrs M has a representative but, for ease, I will normally only refer to her. References to esure include companies acting on its behalf.

## What happened

Mrs M made a claim for storm damage. esure assessed the claim and declined it. It said the damage was due to pre-existing issues. When, Mrs M complained, esure maintained its decision to decline the claim. It said its surveyor had found the external damage was due to the natural breakdown of materials and the internal damage was due to condensation. It said Mrs M could provide her own report if she disagreed with the surveyor's findings.

When Mrs M complained to this Service, our Investigator didn't uphold the complaint. He said there were 52mph winds in the four weeks before the incident date, which were lower than the storm condition in the policy. However, there might have been storm conditions more locally. Damage to a chimney and roof were also the type of damage a storm could cause. But, based on the surveyor's report and photos, he was satisfied that it was reasonable for esure to rely on the findings that the chimney and roof were in poor condition. He said it was fair for esure to decline the claim.

As Mrs M didn't agree, the complaint was referred to me.

## 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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we 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?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, esure didn't find storm conditions that met the policy definition around the time of the incident. I note that about four days before Mrs M contacted esure there was a maximum wind gust of 52mph. This was below the storm definition given in the policy of "*Violent wind reaching speeds of 55mph or above...*". However, as esure went on to consider the claim further, which I think was reasonable, I will consider the next question to see if this makes a difference.

The second question is about whether the storm is consistent with a storm. I think a storm could cause external damage to a property, although windspeeds of 52mph might normally be expected to cause damage to things like chimney pots, but not the structure of the chimney itself.

However, I've gone on to think about the third question to see what this showed about the damage. esure sent a surveyor to assess the damage. The surveyor assessed that the external damage was caused by a natural breakdown of materials and the internal damage was caused by condensation.

When Mrs M requested further details, esure said the surveyor no longer worked with it. However, it provided its own assessment of the damage, including addressing some concerns Mrs M had raised about esure's explanation for why the claim had been declined. It said:

*"We understand your distinction between the date of claim submission and the alleged date of loss due to a storm. Our assessment, however, focuses on the cause of the damage observed. While a storm event may have occurred around the time the damage became visible, our inspection revealed that the primary cause of the roof damage was the pre-existing, long-term deterioration of the chimney. Policies are designed to cover sudden and unforeseen damage, not the gradual failure of structures due to wear and tear or lack of maintenance, even if a weather event highlights or exacerbates these underlying issues.*

*Our policy indeed covers storm-related damage, including internal damage resulting from external compromise, provided there was no prior defect or known vulnerability. However, the assessment concluded that the damage to your roof was a direct consequence of the long-term deterioration of the chimney, which constitutes a pre-existing defect. While a storm might have been the catalyst for the damage becoming apparent, the root cause falls outside the scope of sudden and unforeseen storm damage as defined within your policy.*

*We appreciate you highlighting the phrasing in our previous communication. To clarify, when we stated: "Externally we can see no evidence of storm damage," this refers to acute, immediate signs of storm impact such as dislodged tiles or direct impact marks on the roof or chimney itself that would indicate a sudden, forceful event. Simultaneously, "The images clearly show multiple areas of long-term concern" refers to the observable condition of the chimney (mortar fatigue) that indicates a gradual, progressive deterioration over an extended period. These long-term issues compromised the chimney's structural integrity, leading to the reported damage.*

*The decision to decline the claim was not based solely on exclusionary policy clauses without proper assessment. Instead, it was driven by the professional findings that the damage observed was a direct result of long-term deterioration and wear and tear, which are typically excluded under standard policy terms.*

*There is no accidental damage cover on the policy and the policy states that internal damage can only be considered as storm damage where there was a storm event. On the given date of loss we did not have storm conditions so there is no mechanism in place to consider the internal damage in this case, regardless of whether it was a rainwater ingress or not."*

Looking at esure's assessment of the claim and the surveyor's photos, I think these were consistent with each other. I haven't found anything that caused me to think their professional assessment that the damage to the chimney was due to long-term deterioration was unreasonable. I also think it was reasonable for it to decide there were no signs of storm damage, as its explanation as in line with what the photos showed.

I've also thought about the internal damage. esure assessed this was likely due to condensation. But it also said it couldn't attribute any rainwater ingress to a storm, given there weren't weather conditions that met the policy definition of a storm around that time. I'm aware Mrs M has said the surveyor assessed that the damp meter readings were too high to be solely attributed to condensation. However, even if rainwater was entering the property, this was only an insured risk if it was due to a storm. Damage caused by rain when there wasn't a storm wasn't covered by the policy. Mrs M also didn't have accidental damage cover, so none of the damage could be considered under that part of the policy. Based on everything I've seen, I think it was reasonable for esure to decline the whole claim on the basis that it was the result of pre-existing issues and wasn't due to a storm. This meant there wasn't any cover under the policy.

I'm aware Mrs M was also concerned that the complaint was closed prematurely. Complaint handling isn't a regulated activity. However, I note that esure gave Mrs M referral rights to this Service and clarified some information after it issued its complaint response.

I'm aware Mrs M also told this Service esure hadn't considered her mental health issues. I can see from the records that esure was aware of Mrs M's mental health concerns. Mrs M has said that esure's mishandling of the claim made her mental health worse. However, I've not seen anything that caused me to think that esure mishandled the claim. I'm also mindful that Mrs M would, understandably, have been disappointed and frustrated by her claim being declined. But, it was entitled to assess the circumstances of the claim and rely on its assessments of the cause of damage. esure also told Mrs M she could provide her own report about the cause of damage if she wished to do so and it would review this, which I think was fair.

Having looked at what happened, I don't uphold this complaint or require esure to do anything else in relation to it. Based on what I've seen, I think esure fairly declined the claim.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

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

Louise O'Sullivan  
**Ombudsman**