

The complaint

Mr D has complained that esure Insurance Limited (esure) unfairly declined a claim under his home insurance policy.

References to esure include companies acting on its behalf.

What happened

Mr D made a claim for storm damage to balustrades at his property. esure accepted the claim and cash settled it. A few months later, Mr D made a claim for storm damage to the same area. Esure assessed the damage and declined the claim. It said the damage was due to the wear and tear of materials, not a storm.

When Mr D complained, esure maintained its decision to decline the claim. It said the surveyor had found deteriorated mortar and this had been present during the previous claim. It said the brickwork wasn't sufficient to hold the fixings. The storm highlighted the issues, but wasn't the cause. However, it said there were communication delays during the claim, so it offered £100 compensation.

Mr D complained to this Service. Our Investigator didn't uphold the complaint. She said esure's surveyor had found the brickwork wasn't sufficient. Mr D had provided comments from his contractor. However, she said esure's assessment was more persuasive. She said it was fair for esure to decide the damage was the result of wear and tear and maintenance issues. However, she said it was reasonable for esure to pay £100 for the issues it identified with the claim.

As Mr D 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.

Looking at the first question, esure doesn't dispute that there was a storm. I've also looked at weather reports around the date on which Mr D said the damage happened. These showed wind gusts of up to 88mph. I also think a storm could cause external damage to a property, including balustrades. So, I think the answer to these questions is yes.

So, I've thought about the third question, which is about whether the storm was the main cause of damage. When esure's surveyor visited, he assessed there were pre-existing issues with the balustrade. This included that the brickwork had lost its pointing and the post fixings were rusty. Overall, it was assessed that the damage was due to a natural breakdown of materials. Based on what I could see in the photos, these showed the issues identified by the surveyor.

I'm aware Mr D has explained his professional background to this Service and has also said the rust was the result of the fixings being bent and buckled by the storm and being exposed to wind and rain. He said he checked the previous repair work when it was complete and was satisfied it was all secure. This Service would generally be of the view it's reasonable for an insurer to rely on its surveyor's findings, unless there is persuasive evidence to the contrary. The surveyor explained the issues he had found with the structure. These were consistent with what the photos showed. I think it was reasonable for esure to rely on its surveyor's findings at the time it made its decision about the claim and responded to the complaint.

Mr D has also told this Service the surveyor wasn't aware the previous repair work had been carried out. After the claim had been declined and the complaint response was issued, Mr D provided esure with the invoice, which briefly summarised the repair work. I'm aware esure commented on the invoice and said this didn't change its decision about the claim decline. It's my understanding that, following this, Mr D asked for an email address to send a report from his builder to esure. He then told esure he would, instead, send it to this Service, as part of referring his complaint to us. The report was dated 27 June 2025. But, I note that esure responded to Mr D's complaint on 3 April 2025. So, the report was prepared over two months after esure had responded to the complaint. I can only look at esure's actions up to 3 April 2025, as the complaint response only considers issues up to that date. Based on what I've seen, the invoice and report weren't something esure had access to when it was originally considering the claim or complaint. Mr D needs to provide the report to esure so it can assess it. If he isn't satisfied with esure's response, on the invoice and/ or the report, he would need to raise a new complaint with esure.

But, based on the information available to esure at the time, I think it was reasonable for it to rely on its surveyor's findings. This was that the main cause of damage wasn't the storm, but was due to wear and tear and the breakdown of materials. I've looked at the policy and it said these weren't covered. I'm aware Mr D also had accidental damage cover. However, wear and tear and damage that happened gradually were also general exclusions under the policy, which means I haven't looked at the accidental damage cover any further. I think it was fair that esure declined the claim based on the information available to it at the time it made the claim decision and responded to the complaint.

esure also offered Mr D £100 compensation for communication delays during the claim. Looking at what happened, I think that was fair to address this issue and I don't require it to pay any further compensation.

As a result, I don't uphold this complaint or require esure to do anything else in relation to it.

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 Mr D to accept or reject my decision before 19 January 2026.

Louise O'Sullivan
Ombudsman