

The complaint

Mrs P's complained that esure Insurance Limited have declined the claim she made when she found her property was damp.

Mrs P has been represented in the complaint by her son, Mr P. References in this decision to submissions and comments by Mrs P include those made on her behalf by Mr P.

What happened

Mrs P bought property insurance from esure in autumn 2024. Four weeks later, she found water coming through her ceiling into the rooms below. So she made a claim to esure.

Esure instructed their agents to inspect the damage. Following this, they declined the claim because they said the amount of moisture in the ceiling and wall indicated the leak had existed before her policy with them started. They suggested she contact her previous insurer to see if they would cover the damage.

Mrs P complained to esure about their decision and subsequently brought that complaint to our service. That investigation was completed separately and is now closed.

Our investigator suggested that, if Mrs P wasn't happy with esure's decision, she obtain her own expert's report on the damage. Mrs P did so and was advised that wall was so wet due to rising damp. So she contacted esure again. On this occasion, esure said the damage wasn't covered as it wasn't caused by an insured peril. Mrs P complained again and, when esure didn't change their decision, brought this second complaint to the Financial Ombudsman Service.

Our investigator reviewed the information provided by both parties and concluded esure didn't need to do anything different to resolve the new complaint. She said the policy only covered damage caused by specific perils – and rising damp wasn't one of these. And she noted it specifically excluded cover for damage caused gradually.

Mrs P didn't agree with our investigator's view. So I've been asked to make 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.

Having done that, I'm not upholding Mrs P's complaint. I'll explain why.

First, I should clarify that I can't revisit Mrs P's first complaint – that esure declined her claim because they say the damage pre-dated the start of their policy. That was dealt with and concluded separately. I'm only looking at her second complaint.

I understand Mrs P would like to claim for her property to be repaired. But I can only say esure should do something differently if I don't think they've dealt with her claim fairly and reasonably. The starting point for considering that is the policy terms.

Insurance policies don't generally provide cover for every situation. Instead, they provide cover for damage caused in particular ways. Those ways ("perils") are set out in Mrs P's policy. Rising damp is not listed as a peril.

Further, the policy sets out a number of exclusions. One of these is "wear and tear". This is defined as:

"Loss or damage as a result of the lack of maintenance; loss of value over time; or loss or damage that happens gradually over time (for example, loss or damage as a result of wet rot or dry rot, rusting, corrosion, the effects of light or the atmosphere, damp, condensation, fading, fungi or other gradual deterioration)."

While I accept rising damp isn't given as an example, I think it's fair to say it's something that happens gradually over time.

So I can't reasonably say esure should pay for the remedying the damp. And that means I don't think they need to do any more to resolve Mrs P's complaint.

My final decision

For the reasons I've explained, I'm not upholding Mrs P's complaint about esure Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 10 April 2026.

Helen Stacey
Ombudsman