

The complaint

Mrs M complains about Gresham Insurance Company Limited's handling of a claim under a home insurance policy.

Gresham has been represented on the claim by its agents. All references to Gresham include its agents.

What happened

Mrs M had a home insurance policy with Gresham. In December 2024, she made a claim for damage caused to her roof by a storm.

Gresham inspected the property on 19 December 2024, and concluded the damage was caused by a natural breakdown of materials, which amounted to wear and tear, and wasn't covered under the policy.

On the same day, after the inspection, Mrs M called to chase the findings of the Surveyor that attended, and Gresham said it was waiting for their report.

Mrs M didn't hear back from Gresham, so she called back again on 12 February 2025. During this call, Gresham told her the claim had been declined. Mrs M was unhappy with the claim decision so she complained. She also said she'd called on the same day of the survey to ask what would happen next.

Gresham issued a complaint response in March 2025. It maintained its decision to decline the claim.

Mrs M referred her complaint to the Financial Ombudsman Service. She said Gresham hadn't taken all the information into account in reaching the claim decision, and she had to chase Gresham for the claim outcome.

One of our Investigators partly upheld the complaint. They said it was fair for Gresham to decline the claim, but because it hadn't contacted Mrs M after she called, this amounted to poor service. So they recommended Gresham pay Mrs M £150 compensation. Another Investigator issued a further view, where they didn't recommend any compensation.

I issued a provisional decision partly upholding the complaint, in which I said the following:

"I'll start by considering Gresham's claim decision.

When I look at a storm claim complaint, there are three issues I consider.

- 1. Do I 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?*

Gresham appears to accept there were storm conditions around the date of the damage,

based on there being very strong winds. So I don't think it's disputed that a storm took place. I'll therefore consider point two.

Mrs M said tiles came off the roof, and others were damaged and in danger of falling off. I think this would be consistent with damage a storm typically causes, so I've gone on to consider point three.

Gresham inspected the roof and said the damage was caused by the natural breakdown of materials, which amounted to wear and tear. In particular, they said there had been a natural breakdown of the mortar, and this created an opening for the roof tile to be dislodged. I've seen the photos Gresham took at the time, and I'm satisfied they support the conclusions outlined above.

So overall, for the reasons outlined above, I think it was more likely than not, the damage to Mrs M's roof was caused by wear and tear, and not storm. Whilst it seems the bad weather highlighted the problem with the mortar, I don't think storm was the main cause of damage. And because the policy excludes damage caused by wear and tear, I think Gresham acted fairly in declining the claim.

Turning to the service, Mrs M said she called Gresham on the same day of the survey to chase the Surveyor's conclusions. Gresham hasn't provided a copy of the recording, but I can see from its notes that Mrs M did indeed call in, to see if the Surveyor had made contact with Gresham. And Gresham's notes also indicate it told Mrs M the Surveyor hadn't made contact and it was waiting for their report.

I've listened to the audio recording the Surveyor took on the day of the survey. They mention the claim has been 'repudiated in full' and it appears they asked Mrs M's partner (who'd been authorised by Mrs M) if he understood the findings and he confirmed he'd heard what the Surveyor had said.

Mrs M said despite the above, her husband was confused, and she was also unclear on what the outcome and next steps were. I'm persuaded this was likely the case in the circumstances, as Gresham's notes, as outlined above, show she called to find out what was happening. And I'm satisfied on balance, that Gresham led her to believe it would get back to her. And despite the recording, I think Mrs M was entitled to ask Gresham about the outcome, and request any other relevant information. And I don't think it would be fair for Gresham not to act on this.

But despite Mrs M having contacted Gresham, I can't see that it got back to her. And it wasn't until she called on 12 February 2025, almost two months later, that Gresham explained the claim decision to her. I think this amounted to poor service and meant she was waiting for nearly two months for further clarity. And because I think this would have caused her avoidable distress and inconvenience over that period, I think Gresham should pay her £150 compensation. So this is what I intend to direct Gresham to do."

Mrs M accepted the provisional decision. Gresham didn't agree. It provided some further call recordings and said it sent Mrs M an email on 19 December 2024 with the claim decision, after the Surveyor visit and after Mrs M's call. Mrs M said she didn't receive this email and that it had been sent to an old email address, that was no longer used. I asked Gresham to confirm where it obtained the email address it sent the email to, but it didn't reply on this point.

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.

I've reviewed the call recording from the 19 December 2024, and I'm satisfied Mrs M was led to believe Gresham would get back to her.

Turning to the email Gresham sent after the call, Mrs M said this was sent to the wrong email address despite her having updated her email with Gresham. Gresham didn't explain where it obtained the email address from, but I can see from its notes in March 2025 it acknowledged the email had bounced back, and it had to contact its agent to get an email sent to the correct email address.

So on balance, I'm not satisfied Gresham sent an email on 19 December 2024, to a suitable and appropriate email address. For this reason, I still consider Gresham didn't get back to Mrs M after the call on 19 December 2024, until she called, in February 2025. It follows that I've come to the same conclusions I outlined in my provisional decision.

My final decision

My final decision is that I uphold this complaint.

I require Gresham Insurance Company Limited to:

- Pay Mrs M £150 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 25 March 2026.

Monjur Alam
Ombudsman