

complaint

Mr K complains that esure Insurance Limited unfairly declined his home insurance claim for storm damage. Rainwater was entering his property through multiple points.

background

Rainwater was entering Mr K's porch, main bedroom, and downstairs extension. He accepts there's a long term issue with his porch, but he's unhappy esure's surveyor also declined the other rooms.

The surveyor took photos of the damage and damp readings – and he provided the following observations in his report:

- Water was entering the extension via a skylight. The surveyor noted that the woodwork around the skylight had deteriorated and blackened, and water had dripped onto the wooden floor below causing it to stain and start to lift. He said the damage was consistent with long-term water ingress.
- Water was also entering the extension through the roof and running down a wall. The surveyor noted deteriorated mortar and brickwork on the extension roof, and said this was consistent with the internal damage. He noted there was evidence of long term damage coming through blistered paintwork, and signs this had been painted over.
- The surveyor noted extensive damage on the main roof above the bedroom – as well as old scaffold boards left in the gully. He concluded the internal damage to the bedroom had occurred over a period of time, and was consistent with the issues on the roof.

Mr K referred a complaint to our service, which was considered by one of our investigators. Based on the surveyor's report, she thought the damage had occurred gradually over time, rather than being caused by a one-off storm event. So she thought esure had declined the claim fairly. Because Mr K disagreed, the complaint has been passed to me to decide.

Mr K has made the following points:

- The skylight was watertight for twenty years, and remains so. He couldn't know rainwater would enter all of a sudden or done anything to prevent it. In terms of the black marks on the skylight frame, it has natural black knots incorporated in the wood. The wooden floor below is also not lifting, it's just uneven – and the water mark is from the storm.
- There's only two white patch marks on the wall in the extension, there's no other damage elsewhere. New lead flashing was installed with cement finishing a few years ago when some needed repairs were noticed. There are no other repairs needed.
- A possible explanation is that water entered the extension when the guttering couldn't handle the heavy rain.
- His roofer has told him it wasn't the loose or broken tiles on the main roof that caused rainwater to enter his bedroom, as there was further protection underneath. However, heavy rainfall caused water to collect in the gully and a few small cracks then allowed water to ingress. The scaffold boards had been in the gully for six years, so these couldn't have caused the recent issue.

- There hasn't previously been any water leaking into his bedroom. He says there's no evidence of damp or black marks on the wall, and the room is in good decorative condition.
- There hasn't been any further damage following subsequent heavy downpours. He had kept his property reasonably well-maintained, and carried out repairs when issues were known.
- Mr K also provided his own report from a contractor, which was written about six months after the claim. It noted the water leaking into the property was a recent problem, and Mr K couldn't have known about the issues. It highlighted a few broken tiles as a possible cause for rainwater ingress during heavy downpours.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where evidence is inconclusive or incomplete, I have reached my decision on the balance of probabilities – this means I have determined what I consider is more likely to have happened, based on all the evidence that is available and the wider surrounding circumstances.

As explained by our investigator, there are three conditions that need to be met before this service would say a claim for storm damage should succeed. Those are:

- was there a storm?
- is the damage typical of that caused by a storm?
- were the storm conditions the main cause of the damage?

I have re-assessed Mr K's complaint and all the available evidence with these three questions in mind.

The policy terms define a storm as: *"A violent gale force 10 on the Beaufort scale reaching wind speeds of 55mph or above and/or 25mm or more of rainfall in any 24-hour period ..."*

I have checked the weather records for the date Mr K says the damage happened – and the maximum wind speed was 16mph, whilst 16.2mm was the maximum rainfall over a twenty four hour period. So the policy's storm criteria weren't met. This data was taken from a weather station a mile away from Mr K's home.

I have also checked the four weeks before, and the highest wind speed was recorded about four weeks earlier, at 40mph – which isn't high enough to satisfy the policy terms, and nor does this service generally consider that level of speed to be storm force winds.

In respect of rainfall, 24mm fell in twenty four hours, three days before Mr K says the water entered his home. This is still below the policy criteria, but on that same day 14.2mm fell in an hour; and this service generally considers that amount to be high over a short period of time. In addition, esure doesn't dispute that there were storm levels of rainfall around the date in question, and Mr K has provided photos of localised flooding. So although there weren't storm force winds, I accept there was sufficient rainfall to be considered storm conditions.

However, having said all that, I'm not persuaded those conditions were the *main cause* of the damage. I'll explain why.

Mr K doesn't believe maintenance issues were the cause of the water ingress, but rather the amount of rainfall simply overwhelmed otherwise watertight parts of his property. But I'm not persuaded by this argument. In my view, the surveyor's photos and damp readings support his conclusions that the damage was caused over time by ongoing problems.

It's difficult to tell from the photos whether the wooden floor is lifting, but in my opinion the damp reading indicates a long term issue – and the skylight frame also has black staining which indicates the same. This black mark is distinctly different from the wood knots Mr K refers to. I'm also persuaded by what the surveyor has said about the internal wall in the extension – the photos and damp readings don't indicate the damage was caused by a single event, and previous damage *appears* to have been painted over.

In terms of the bedroom, it's evident from the photos that there were a number of issues with the roof – there's debris in the gully and a section of tiles had slipped from one area. I'm not persuaded by what Mr K says in terms of the protection under the slipped tiles. I consider it more likely the area would have been vulnerable to water ingress – and Mr K's own report supports the broken tiles could have been the problem. In any event, Mr K says the water entered through small cracks in the gully and if so, I consider it likely these cracks would have allowed water to enter over a period of time – even if he hadn't seen water running down the walls every time it rained. In my view, there's also sign of some staining in the bedroom, accompanied by some high damp readings.

So although I do accept that water damage is typical of rainwater entering a property, I'm not persuaded the storm conditions around the reported date of loss were the *main cause* of the water damage to Mr K's home. On balance, I'm more persuaded that this internal damage occurred gradually over a period of time – and the main cause was maintenance related issues on the outside of his property.

my final decision

I'm sorry to disappoint Mr K. But for the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 11 October 2019.

Vince Martin
ombudsman