

## **The complaint**

Mr B complains about esure Insurance Limited (“esure”) for declining part of his claim for damage following a storm. He wants esure to settle his claim, remove the loading from his premiums going forward, and pay him compensation for his distress and inconvenience.

## **What happened**

Mr B insured his home and contents with esure. He renewed his policy in September 2021.

His policy offered cover for specified risks, including storm.

In February 2022, Mr B returned from a trip and saw that his home and garden had been damaged by storm weather in the preceding days. A pergola and a portable car port had been damaged, along with a dining set which was damaged by the falling pergola, and items which were kept inside the car port.

He lodged a claim with esure. Esure sent an assessor to his home. They prepared a report and, based on this report, esure accepted part of Mr B’s claim, for the damaged pergola, but rejected the majority of the claim.

It pointed to the policy wording which detailed that contents were only insured against storm if kept inside the home. It specifically excluded storm damage to car ports, canopies and awnings.

Mr B was not happy and complained. He felt that the dining set had been contained within the pergola and was damaged by the falling pergola, so ought to be covered.

Esure did not uphold his complaint, and Mr B came to us.

Our investigator looked into this matter and thought that the dining set ought to be covered. He felt that by strict application of the policy wording the dining set was inside the pergola and so, as the pergola was accepted as part of the home, then by extension, the dining set was in the home.

Esure did not accept that view and asked for an ombudsman decision. It argued that to understand contents like this meant that any item of garden furniture would be covered if placed under a structure, and that this was unreasonable.

I issued a provisional decision in respect of this complaint in July 2023. In that provisional decision I set out that I did not consider that esure had acted unreasonably in declining the claim for the dining furniture under the insured peril of storm as I did not consider that it was ‘in’ the home. I therefore provisionally did not uphold Mr B’s complaint.

That provisional decision has been shared with the parties and they have been invited to comment.

Esure has not provided any further comments or evidence.

Mr B responded, setting out that he felt that the decision to decline the claim was overall unfair as the dining set had not been damaged directly by the storm, but was indirectly damaged by the building (pergola) collapse. He therefore felt that esure was unfair to apply the storm exclusions to his claim, when it was the falling pergola, rather than the storm which caused the damage.

I have responded to Mr B, checking my understanding of his comments, and he has confirmed that I have understood correctly.

### **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.

Mr B accepts esure's decision to decline the other items which were in his car port and which were damaged. He does not accept esure's decision to decline the claim for the teak dining set as he does not think that the storm was the proximate cause of that damage.

I have explained to Mr B that his policy covers specified perils only, and that these perils include storm. As the damage to the dining set appears to have occurred during a storm, esure was not unreasonable to consider this under the policy wording relating to storm. All subsequent decisions and correspondence have taken place in the context of that section of the policy.

Mr B has now explained that he considers that the proximate cause of the damage to the dining set was building collapse instead.

I have explained to Mr B that there is no insured peril of building collapse in his policy and that the closest cover section is that relating to accidental damage.

Esure has not considered the claim for the dining set under the accidental damage section of Mr B's claim.

Our service looks at whether insurer's decisions are reasonable, and we do not make the decision on cover on behalf of the insurer. In this case, I can see why esure looked at the claim under the policy section of storm and I think that was reasonable in the circumstances (namely that the rest of the claim was for storm damage). I also think that esure's decision to decline cover under the storm section of the policy was reasonable.

As esure has not considered the claim under the accidental damage section of cover, I cannot assess any decision on this. I do not think that esure has been asked to decide the claim under this heading previously, and it should be given the opportunity to assess the claim under this section of the policy before our service looks at its interpretation.

I therefore remain of the view previously set out and I do not uphold Mr B's complaint about esure's decision to decline the dining set claim under its storm clauses.

If Mr B believes that the claim ought to be considered as accidental damage, and the policy wording which applies to that peril, he should ask esure to assess this. Esure should then decide the claim and, if it declines again, it should set out clearly to Mr B its reasons for doing so. If Mr B remains unhappy at that time, he would be free to refer a complaint to us about that decision.

I appreciate that this may seem onerous to Mr B, but as I have set out above and in my provisional decision, I do not disagree with the way esure has applied the storm clauses to

this matter. If Mr B wishes esure to consider his claim under other policy clauses then esure must have an opportunity to do this first.

### **My final decision**

For the reasons given above and in my provisional decision, I do not uphold Mr B's complaint and do not ask esure Insurance Limited to do anything further in respect of this complaint.

If Mr B asks esure to reassess his claim under a different peril it should do this in the normal way.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 October 2023.

Laura Garvin-Smith  
**Ombudsman**