

The complaint

Mr and Mrs R complain that esure Insurance Limited declined their storm damage claim.

Mr and Mrs R were joint policyholders for the buildings insurance underwritten by esure. A claims consultant raised the complaint on their behalf but, for ease of reading, I'll refer mainly to Mr R throughout my decision.

What happened

Mr R claimed under his policy after his flat felt roof came down during high winds. esure looked into his claim but it said the high winds didn't meet its definition of a storm. And if weather conditions other than a storm caused the damage, there's no cover under the policy. So, esure declined Mr R's claim.

Mr R complained to esure. He provided an invoice from his roofer which confirmed the roof was in good condition prior to the high winds. However, esure said regardless of condition, there hadn't been a storm to cause any damage. So Mr R brought his complaint to us.

Initially, our investigator upheld the complaint. Although there were no storm conditions, she thought the accidental damage section would provide cover. But after reconsidering the policy, our investigator said the exclusion for damage caused by weather conditions meant there was no cover for damage caused by winds not meeting the storm definition. Therefore, our investigator said esure had fairly declined the claim in line with the policy.

Mr R didn't agree. He said there'd been a storm two months earlier which must've weakened the roof, allowing the subsequent high winds to remove it completely.

The complaint was passed to me to decide.

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 so, I've decided not to uphold Mr and Mrs R's complaint. I realise they'll be disappointed, but I'll explain why I've reached my decision.

The main issue of Mr R's complaint is that esure hasn't accepted his claim for storm damage under his policy.

For a storm damage claim to succeed, the answer to all three of the following questions would need to be “yes”.

- Was there a storm?
- Was the damage typical of that caused by a storm?
- Was the damage caused wholly or mainly by the storm?

Was there a storm?

The policy clearly defines a storm. There’s no dispute that weather records show high winds that don’t meet the storm definition. So, based on this alone, esure has declined the claim in line with the policy.

But Mr R said there was a storm two months or so earlier, and that must’ve weakened the roof such that lesser winds caused the final damage. esure said if the damage had happened during an earlier storm, Mr R would’ve been aware of it sooner.

I’ve thought carefully about this alongside the terms and conditions of the policy. To make a successful claim under the storm damage section, Mr R would need to show that there was a storm and that it caused damage. However, the evidence shows that the most recent storm conditions were two months earlier. I think it’s reasonable that esure declined the claim on the basis that Mr R was unable to show his claim was for damage caused by a storm.

As the answer to the first question is “no”, I’m satisfied esure declined Mr R’s claim fairly under the storm damage section.

Accidental Damage

esure also looked at whether Mr R’s claim was covered under the accidental damage section.

The policy defines accidental damage as:

Single, sudden, unexpected and physical damage, which was not deliberate.

The policy provides cover as follows:

We will pay for Accidental Damage to Your Buildings or Contents as a direct result of a single, unexpected and unintended event

If, as Mr R says, the damage happened during the high winds subsequent to the storm, then it follows that the damage was not caused by a single event.

The policy also has the following exclusions:

We will not pay for loss, damage or any liability resulting from or consisting of:

- *damage caused by weather conditions*

As the high winds didn’t meet the storm definition, esure reasonably classed them as weather conditions. As such, the damage caused by the high winds falls within the overriding policy exclusion of damage caused by weather conditions.

In summary, I’m satisfied that esure considered Mr R’s claim under the relevant sections and declined it fairly in line with the policy terms and conditions.

I won't be asking esure to reconsider the claim.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr and Mrs R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 10 November 2023.

Debra Vaughan
Ombudsman