

## **The complaint**

Mrs G has complained about esure Insurance Limited's decision not to repair damage she says was caused from a claim she made in January 2020 under her home insurance policy.

## **What happened**

In January 2020 Mrs G made a claim for an escape of water to her insurer, esure. Asbestos was discovered in the kitchen and esure instructed a contractor to carry out removal works. Part of the works involved moving an island in Mrs G's kitchen and putting it back.

In March 2021 Mrs G contacted the claims assessors who acted on behalf of esure for the claim. She reported water damage to kitchen cupboards. Mrs G said she stopped using her dishwasher and tightened a pipe and there was no further leak. Mrs G subsequently had to replace the dishwasher. She said an engineer told her the dishwasher had been forced in to the space. Mrs G believes this action by the asbestos contractors led to the damage.

Mrs G believed it must have been a slow leak since 2020. But esure said it would treat it as a new claim. It asked Mrs G to instruct a plumber at her own expense to fix the leak and provide a report of the cause and to say how long it had been leaking for.

Mrs G said she couldn't afford to do this and was unhappy at having to pay a second excess for a second claim.

esure instructed a surveyor under Trace and Access to source the leak. The surveyor told esure the floor was soaked and in their opinion the leak was still there.

esure instructed a leak detection company to attend. They could not find an ongoing leak but noted high moisture readings in the affected area.

esure concluded that there wasn't evidence to show the leak was related to works carried out in 2020.

Mrs G asked us to look at her complaint. Our Investigator thought on the balance of probabilities that the damage was related to the original works in 2020 and recommended esure deal with the damage repairs as part of the original claim. He didn't think esure had shown its decision to treat the claim as separate was fair.

Mrs G didn't reply to the Investigator's view. esure didn't agree. In summary it says there isn't any evidence to show Mrs G tightened a pipe to prevent a small leak. It doesn't think it was onerous to ask Mrs G to provide a plumber's report to identify the cause of the leak. And it said the engineer could have provided a report to confirm his findings that the dishwasher hadn't been put back properly, but Mrs G said he was unwilling to do so.

So as esure doesn't agree, the case has been 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.

In April 2021 the claims assessor on behalf of esure asked Mrs G to provide photos. On review they wrote that there were clear signs of water ingress that has caused damage.

The surveyor who attended Mrs G's home in May 2021 told esure that he couldn't find a cause of damage from a failed repair. But he found that the floor was soaked. Cupboards were water damaged. It was his opinion that the leak "*was still there*".

A leak detection company was instructed, but they were unable to find any ongoing leak after carrying out tests in the affected areas. They did find high moisture readings in the affected area.

In line with the Investigator's view, I think on the balance of probabilities the reason why the leak was no longer ongoing was due to the actions by Mrs G. But it's clear that there was water damage in the area where works had been carried out under the claim in 2020 by esure's approved contractors. I think its plausible that since the dishwasher was pushed back into place, the leak has been slow and the kitchen cupboards and flooring had been absorbing the water for some time. I haven't seen persuasive evidence from esure to show the damage could not have been related to the original claim.

So I think esure should deal with Mrs G's claim for damage for an escape of water under the original claim. I don't think it should charge Mrs G a second excess. This means I'm upholding Mrs G's complaint.

### **My final decision**

For the reasons I've given above, my final decision is that I uphold this complaint. I require esure Insurance Limited to deal with the damage to Mrs G's kitchen under the original claim from January 2020. esure should not charge Mrs G a second excess or record a second claim for this damage.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 7 July 2022.

Geraldine Newbold  
**Ombudsman**