

The complaint

Mrs and Mr B have complained that esure Insurance Limited failed to repair damage from a water leak in a reasonable amount of time.

What happened

Mrs and Mr B held a home insurance policy with esure which covering both buildings and contents.

On 12 July 2021 Mrs B made a claim on the policy after a water leak affecting the bathroom, kitchen and conservatory. Mrs B was around 6 months pregnant at the time.

Esure appointed loss adjusters and a first visit took place on 16 July 2021 and drying was completed by 11 August 2021.

Loss Adjusters attended again on 20 August 2021 and completed a scope of works. Mrs B told them she was anxious to get the repairs done as soon as possible because of her pregnancy.

Esure wrote to Mrs B on 25 August and advised that there was likely to be a delay of 6-8 weeks before the repairs commenced because of the difficulty getting contractors and material due to the pandemic. However, Mrs B confirmed she would rather wait for them to complete the work as she would have difficulty sourcing her own contractors for the value of the proposed alternative cash settlement.

Mrs B had her baby in early November, and the work had still not been started. Electrical work was completed at the beginning of December and the building work was eventually started on 24 January 2022. It was completed in early February, with some snagging issues, and the hall floor still to be replaced.

In January Mrs B had complained about the delay and esure issued their final response on 5 April 2022. They explained that they had warned there would be significant delay due to contractor shortages and that they had offered the cash settlement to help alleviate this. They also said that they had undertaken additional work such as the rewire which was outside the scope of the policy as a gesture of goodwill to help conclude the claim. However, taking everything into consideration, they understood the frustration that had been caused and offered £250 for the trouble and upset caused.

One of our investigators has looked into Mrs and Mr B's complaint and he thought that esure should pay an additional £200, bringing the total amount for the trouble and upset to £450.

Mrs and Mr B felt that this assessment was too low, and esure were not prepared to accept this recommendation, and so the case has come to me to review.

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 looked at all of esure's claim notes which include those of the loss adjusters, and also the testimony of Mrs B, and I'm upholding this complaint for the reasons below.

Mr B made it clear to esure from the outset that she didn't want a cash settlement because she was heavily pregnant with a small child, and she didn't have the time or energy to sort out the repairs herself. This is recorded by esure on 20 August and on 25 August she is written to by the claims handler who tells her that repair contractors have been appointed and they currently have long lead times so it could be between 6-8 weeks before work is started.

This means that she should have been expecting work to start around the middle to the end of October. I don't think that this delay was unreasonable given the situation at the time with trying to get contractors post pandemic, and Mrs B was made aware of that delay, so she was able to make a choice.

At the end of September, Mrs B raised a complaint about the delay and about the loss adjusters not authorising £70 for her light fitting when she had had no light in her kitchen for over 2 months. Following her complaint, the light fitting was authorised, and the loss adjuster was directed to make contact to discuss next stages. She was also given an interim payment to cover the cost of the additional electricity from the dryers, the damaged towels and vacuum cleaner.

There was then a further delay caused by an issue with the electrics. The electrician who was engaged to fix the light fitting identified that the kitchen electrics weren't earthed and remedial work would be required to bring the electrics up to standard in order for them to be able to issue a certificate for the electrical works. As this additional work was outside the scope of restoration work it required approval.

Mrs B was advised about this by esure on 24 September 2021, and also told that it would still be at least 4 weeks for the repairs to be started. As an alternative, she was offered a cash settlement of £3062 if she could find her own contractors. However, this was still within the original 6-8 week timescale that esure had indicated.

Mrs B responded that she would rather wait for the contractor as she had spoken to three builders and they all wanted substantially more than the offer. She had also previously mentioned that she was having difficulty getting builders to do any jobs for her.

The loss adjusters agreed a way to resolve this electrical issue in October 2021. So at that point, at the end of October, esure were still within the time limit of their original estimate for starting the repairs, and within the time scale that Mrs B had been made aware of, and was expecting, so I don't think that despite the issues up until this point, there is any additional distress caused above and beyond that which would be expected as a result of having to make a house insurance claim.

At the beginning of November Mrs B had her baby, and the costs for the work were approved. The contractor was advised by esure on 12 November to schedule a date for commencement of work.

The electrical works were commenced, and largely completed by the beginning of December, but they required removal of the flooring to complete the work, and this had not been scheduled in.

Mrs B raised a further complaint at the end of January and work was finally started on 24 January.

Overall I think there was some avoidable delay between around the middle of November and the end of January. Esure and their contractors were well aware of the scope of the work that was needed from the outset, and even with the addition of the electrical work, it could have been scheduled in once that was agreed in October, especially given that Mrs B had made esure aware of her pregnancy and impending birth. I also think that although I can see there was a lot of e mails back and forth between the contractor and the loss adjuster, Mrs B was not given the weekly update she had been promised after her first complaint.

I think the inconvenience caused by the delay is compounded as Mrs B had a newborn baby from the beginning of November, and was trying to manage that alongside chasing the contractors, and living in a property that was in need of repair, which was stressful. I appreciate that the timing unfortunate, but as I have said above esure originally indicated an and of October start and Mrs B was expecting that. She made a decision about whether to take a cash settlement on the basis of that time estimate, but instead, the repairs were outstanding for most of the winter.

Mrs B has raised some further issues that caused her concern, including the inconvenience of the drying machine in her hall, the painting in the conservatory not being completed and the hall floor and alarm not being accounted for in the original scope, even though they were identified at the outset as being issues.

I agree with esure that the dryer is an unavoidable inconvenience of an escape of water as were the holes created in the ceiling for the wiring to be repaired. I also accept that there will be issues and damage not noticed at the outset of the claim which come to light during the works – such as the electrics in this case.

However, it appears from the evidence that the hall floor was identified as having high moisture in the initial assessment, and the alarm was advised to be disconnected, so these were issues of which esure were always aware, and could have been resolved earlier.

In view of the circumstances of the avoidable delay which I have outlined above, together with the lack of communication, and the failure to include the hall floor and the alarm in the original scope, I agree with the investigator that the offer of £250 should be increased to £450 which I think is a fair figure for the distress caused.

Putting things right

To put things right I think that esure should pay a total of £450 for distress and inconvenience. They have already paid Mrs and Mr B £250, so they should pay an additional £200.

My final decision

My decision is that I uphold this complaint and direct esure Insurance Limited to put things right as above

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 18 August 2022.

Joanne Ward
Ombudsman