

The complaint

Mr and Mrs S have complained about the way esure Insurance Limited (esure) dealt with a claim they made on their home insurance policy.

All references to esure include its agents.

What happened

Around the middle of February 2022 Mr and Mrs S made a claim under their home insurance after part of the roof of their house was blown off due to a storm. They said that this had also caused internal damage and some damage to their contents due to water coming into the house. Mr and Mrs S also said that esure agreed to class Mr S as vulnerable as he was due to undergo an operation and had to isolate over that period.

esure instructed one of its assessors to carry out an inspection. Mr and Mrs S told esure they did not wish for its assessor to enter their property and esure said it would ask it to “desktop validate” the contents claim. Mr and Mrs S also asked esure whether they could proceed with temporary repairs so that they could make the roof watertight. esure said if Mr and Mrs S wanted to make the property watertight they could go ahead but the costs would be reviewed and only paid if deemed reasonable.

A surveyor visited the property ten days after the storm. He provided an estimate for the repairs to the roof (for around £4,500) but not for the internal damage as he didn’t carry out an internal inspection. He also agreed for Mr and Mrs S to proceed with the temporary works.

On 1 March Mr and Mrs S sent a number of photographs and other documents regarding the damage to esure’s assessor. The following day they proceeded with the temporary roof repairs which cost £300 which they paid for themselves. The day after that they sent some more photos of further damage they’d identified.

Just under a week later esure’s assessor responded to an email from Mr and Mrs S asking for an update and said the invoice for the temporary repairs was being reviewed by the surveyor. It also said that an internal inspection was necessary and asked when Mr and Mrs S would be happy for this to take place. It acknowledged that due to Mr S’s circumstances this could not take place just yet.

The invoice for the temporary repairs was agreed on 14 March. On the same day Mr and Mrs S complained to esure’s assessor saying they were disappointed it was now insisting on an internal inspection despite esure initially agreeing to a desktop one.

On 19 March Mr and Mrs S submitted four quotes they had obtained themselves. Two were for the internal damage and two for the external damage. They said this was at the surveyor’s request.

On 23 March esure proceeded to instruct a loss adjuster and it said this was due to the value of the claim which exceeded the first assessor’s authority. esure also said it would reduce

Mr and Mrs S's excess from £375 to £75 and said it would offset this against the cost of the temporary works.

Mr and Mrs S made a further complaint a few days later. They said they had been asked by the loss adjuster to resend the photos they had sent to the assessor and that they had hoped the two companies and esure could have liaised with each other in that respect. They also said it should have been clear to the assessor that the remedial works required would exceed its authority of £10,000. They added that they did not receive a call from the loss adjuster despite being told they would and that the whole process put them under undue stress.

esure responded on the same day and rejected the complaint. It said that it didn't think its agents' actions had caused Mr and Mrs S stress or harassment. It added that there is a reasonable expectation when making a home insurance claim that a surveyor may visit the home. It added that the repair quotes Mr and Mrs S had provided were high which is why it had to change to a loss adjuster.

Mr and Mrs S didn't agree and felt that esure issued a rushed response. They said they were misled at different times and that they also had their time wasted. They added that esure did not handle the complaint competently, diligently and impartially as expected by the Financial Conduct Authority (FCA) and our service.

A few days later Mr and Mrs S brought their complaint to us. They said they wanted to have their excess waived in full and also asked for compensation and for their claim to be concluded. They made a number of complaint points including the following:

- They said though esure had said they were vulnerable it failed to treat them accordingly.
- They said they had been misled and misinformed. For example, the surveyor told them he did not expect them to accept his initial quote of around £4,500 and that he would provide an updated one; which never happened. They also said the surveyor had approved the temporary repairs but then denied this and asked to see the quote before providing his approval. They added that they were initially told there was no need for them to get quotes but were then asked for four.
- Mr and Mrs S also said there was a lack of communication from esure and its agents and also that a lot of their time was wasted particularly as a loss adjuster was not instructed until five weeks after the claim was made. They added that the assessor should have been able to tell that the scope of the works was beyond its authority.
- They added that they had to live in very difficult conditions, using only part of their house and part of the electrics as it had got wet.
- They added that there was a delay in the temporary repairs being approved and that the surveyor's initial estimate was very low.

After the complaint came to us, esure agreed to a digital visit and in April 2022 it settled the claim for over £30,000 in total. esure said it agreed to pay Mr and Mrs S £1,900 more than what its own contractors had quoted.

One of our Investigators reviewed the complaint and thought it should be upheld and that esure must pay Mr and Mrs S £150 compensation for the distress and inconvenience it caused them. She said esure was responsible for roughly three weeks of delays.

esure didn't agree and asked for an Ombudsman's decision. It said it could not have done more for Mr and Mrs S and that it did not cause any unnecessary delays. Mr and Mrs S didn't agree either. They repeated some of the points they'd made before and added that they felt that £250 is more appropriate compensation.

As neither of the parties agreed with the view the complaint was passed to me for a decision.

Before I issued my decision I asked our Investigator to contact esure to say that I was minded to agree with Mr and Mrs S and award them more compensation. I gave the following reasons:

- I felt that a ten-day delay in arranging an inspection for a consumer who esure agreed was vulnerable and had a newborn baby was too long. I accepted that this may have been a busy period of esure but I thought Mr and Mrs S should have been prioritised particularly as the roof was exposed and leaking.
- If an earlier inspection was in no way possible, I thought Mr and Mrs S should have been advised from the beginning to get the roof covered. This is something the surveyor remarked on himself. He said he couldn't understand why temporary repairs had not been authorised. As such the temporary repairs were not authorised until ten days after the storm and they were carried out a few days after that.
- I also agreed that the first surveyor should have known that the repair work would have cost more than £10,000. So I thought the job should have been sent to the loss adjuster on 28 February when the surveyor saw the damage. Instead the loss adjuster was instructed on 23 March.
- I also thought the surveyor's initial estimate of £4,500 was clearly too low and I thought this caused further delays.
- I noted Mr and Mrs S were concerned about their electrics (in addition to the exposed roof). I thought there was an argument the house could have been deemed not habitable. I asked why Mr and Mrs S had not been offered alternative accommodation.

esure responded with a number of points including the following:

- It said it offered Mr and Mrs S the earliest appointment that was available and that the inspection timescales were as it would have expected. It said there were a number of storms at the time. It added that, possibly, if the advisor had understood the extent of the damage it would have instructed the loss adjuster from the start. It said the damage noted was to the roof, to one bedroom and to the attic which suggested the appointment of a loss adjuster was not necessary.
- It added that Mr and Mrs S said they would not grant access to the surveyor but would instead submit photographs. So the surveyor was only able to carry out an external inspection and had to wait for the photographs.
- The surveyor's initial quote would be a guess as he could not measure the roof as this would have to be done internally.
- There was confusion as to why Mr and Mrs S would grant access to contractors to do the work but not to the surveyor.
- The surveyor noted that costs were likely to exceed £10,000 but without entering the property he would not know the true extent and cause of the damage.
- It could not offer alternative accommodation as Mr and Mrs S said they could not leave the house due to Mr S having to isolate. Also it would have been for Mr and Mrs S to demonstrate there were issues with the electrics and they didn't.

I responded to esure to say that it seemed to accept that there was a possibility that the loss adjuster could have been instructed earlier – possibly from the start. Also the surveyor noted that the work would go over the assessor's £10,000 authority "by a bit" and that a loss adjuster should be appointed. I assumed this note was left on 28 February when he inspected the property and it was therefore unclear to me why the loss adjuster was not instructed for another month or so. I also noted that esure did ultimately settle the claim without a physical inspection – that it agreed to a digital visit and it wasn't clear to me why this couldn't have happened sooner. Furthermore, as far as I was aware it indicated that it would be happy for Mr and Mrs S to provide photographs instead. I added that I was concerned that the surveyor's initial quote was a "guess" and though I accepted he couldn't

measure the roof I thought that if Mr and Mrs S had accepted the initial quote they would have been left out of pocket. I therefore agreed that a further £250 compensation was reasonable.

esure responded to say that it was waiting for Mr and Mrs S's quotes before appointing the loss adjuster and that the quotes were received on 19 March and the loss adjuster instructed a few days later. It added that the quotes gave a clearer indication of the work involved and that this enabled the loss adjuster to review the claim and esure to settle it. It added that the surveyor's initial estimate was a "best estimate" rather than a "guess" and that in any event Mr and Mrs S had already been asked to provide quotes so it didn't consider they would have accepted the quote.

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.

esure accepts that this was a valid storm claim so in this decision I will only be looking at its handling of the claim. I also note that esure settled the claim since the complaint came to us, so I no longer need to look into that part of the complaint.

I have already given esure my reasons, detailed above, as to why I believe that more compensation is warranted for the distress and inconvenience it caused Mr and Mrs S. Whilst esure has responded to that, its replies haven't changed my view on this. It has already waived £300 of Mr and Mrs S's excess but I think a further £250 compensation would be fair and reasonable in the circumstances – making a total compensation of £550. I summarise my reasons below:

- I think a ten day wait for an inspection was too long in the circumstances, particularly as Mr S was deemed vulnerable and also as there was a newborn baby in the house.
- If an earlier inspection was in no way possible Mr and Mrs S should have been advised from the beginning to get the roof covered. This is something the surveyor pointed out himself.
- esure seems to accept it could have appointed the second company from the start.
- The surveyor said when he inspected the property that the repair work would have likely cost more than £10,000. So I thought the loss adjuster should have been instructed, at the latest, not long after the surveyor's visit on 28 February. esure said it was waiting for Mr and Mrs S's estimates but from what I have seen, the reason why they didn't send the estimates until 19 March was because the first assessor was still insisting on carrying out an internal inspection. Also Mr and Mrs S were the ones chasing the assessor for updates and for it to approve their temporary works invoice in the intervening time.
- I thought the surveyor's initial estimate of £4,500 was clearly too low and I thought this caused further delays. esure says it didn't consider that Mr and Mrs S would accept it as they'd already been asked to provide their own quotes. But, from what I've seen, it wasn't made clear to Mr and Mrs S that they had to provide four quotes until later.
- esure ultimately settled the claim by having a digital inspection. I think this is something, in the circumstances, it could have arranged sooner.
- Overall, I think there were at least three weeks' worth of delays that esure was responsible for. Which meant that for three weeks longer than they should have been, Mr and Mrs S were living in their damaged home and putting in extra effort to resolve the claim.

Putting things right

esure Insurance Limited should pay Mr and Mrs S £250 in addition to having already waived

£300 from their excess.

My final decision

For the reasons above, I have decided to uphold this complaint and direct esure Insurance Limited to pay Mr and Mrs S £250 for the distress and inconvenience it caused them. In arriving at this decision I have noted that it has already waived £300 from their excess, meaning the total compensation award I am making is £550.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 29 November 2022.

Anastasia Serdari
Ombudsman