

The complaint

Miss P complains about esure Insurance Limited (“esure”) for treating her two losses as separate claims, and for declining her claim for a laptop. She wants esure to accept and settle her claim.

What happened

Miss P held home contents insurance with esure.

In October 2021, when she was preparing to move home, Miss P’s television fell down the staircase and was severely damaged.

Later the same day, her MacBook laptop also fell down the stairs and was damaged.

Miss P submitted a claim to esure.

Esure arranged for both items to be valued. Their valuers assessed the television at £199 and the MacBook at £1899.

Esure considered that because the two items had fallen down the stairs in separate events they should be treated as two claims, with the excess deducted from each.

Esure then declined Miss P’s claim for the MacBook. Esure referred to the policy wording which stated that esure would not pay for any single item valued at £1500 or more that has not been listed as a specified item.

Miss P’s MacBook had been purchased for £1599 by someone who was able to reclaim the VAT. This meant that they only net paid £1332.50 for the MacBook.

At the time of the claim, a replacement of comparable specification would cost £1899.

Miss P complained to esure and esure maintained its position.

Miss P contacted us.

Our investigator looked into this matter and did not recommend upholding the claim. He felt that it was reasonable to treat the two losses as separate claims as the items were damaged in two separate events. He also felt that esure had applied its policy wording and it was reasonable for esure to include VAT in its valuations as the majority of consumers would pay VAT and would include this in their assessment of value.

Miss P did not accept that view and asked for an ombudsman decision.

I previously made enquiries with esure and requested additional information. When that information was not provided, I issued a provisional decision in relation to this matter in October 2022.

In that provisional decision I set out that I considered that it was fair to treat the two incidents as separate claims. In respect of the Macbook, I considered that this matter was one of under insurance and so particular legislation applied to the decision to decline the claim. I explained that I had not seen evidence of the question asked of Miss P and so was not satisfied that the legislation had been properly applied.

I therefore provisionally directed esure to settle the claim up to the limit of £1500, and to pay Miss P £100 compensation for her distress and inconvenience.

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

Miss P has responded and indicated that she accepts the provisional decision.

Esure has not responded.

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.

As no further arguments or evidence have been produced in response to my provisional decision, my view remains as in that decision.

I therefore adopt my provisional decision and reasons as my final decision.

Putting things right

In order to put things right, esure must now settle Miss P's claim, up to the policy limit of £1500 per item. Esure must also pay Miss P £100 compensation to reflect her distress and inconvenience.

My final decision

For the reasons given above, and in my provisional decision, I uphold Miss P's complaint and direct esure Insurance Limited to:

- Settle Miss P's claim, up to the limit of £1500 per item; and
- Pay to Miss P £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 15 December 2022.

Laura Garvin-Smith
Ombudsman