

The complaint

Mrs D complains esure Insurance Limited has handled her home insurance claim poorly.

What happened

In 2013 Mrs D made a subsidence claim against her esure home insurance policy. At various points she complained about the progress of the claim. In February 2022 she asked this service to consider a complaint esure had issued a response to in February 2021. That addressed Mrs D concerns about the progress of the claim. However this service said it couldn't consider that complaint as she had referred it to us too late – more than six months after esure had issued its response.

In February 2023 Mrs D returned to the service. Her subsidence claim was still ongoing. She was still frustrated at the pace and lack of resolution. She had made various complaints to esure after February 2021. It had issued her referral rights to this service in December 2022, having failed to respond to an October 2022 complaint within the allowed eight weeks.

In June 2023 our Investigator issued her opinion on the complaint. He said he could consider what had happened since February 2021, the date of the final response relevant to the out of time complaint referred to above. The investigator didn't agree esure had been responsible for any delays finalising the claim. He said there were several different parties involved and esure had actively chased responses or updates from them. So he didn't recommend it pay any compensation or do anything differently. Mrs D didn't accept that outcome, so the complaint was passed to me to decide.

For jurisdictional and practical reasons I'm going to consider events within a set period. The main focus of Mrs D's current complaint is esure's handling of the claim. In particular the pace of progress. It was the same concern for her earlier complaint that was found to have been referred to this service too late. She was frustrated her claim hadn't been resolved despite being ongoing since 2013. So I'm only able to consider esure's handling of the complaint, including if its responsible for avoidable delay, since that February 2021 complaint response.

As I've said Mrs D made various complaints to esure after February 2021. For some it issued a response that wouldn't be considered a 'final response' under the rules for this service. It also, on at least one occasion, issued referral rights after failing to address her complaint in time. It paid her at least £100 compensation.

The claim and Mrs D's concerns are ongoing. So it's possible she will bring a further complaint to this service. In the event that she does there will need to be a boundary between this complaint's considerations and those of the new one. So for practical reasons I'm only considering events up until the end of May 2023. That's because esure's provided claim notes that cover events up to that point.

Mrs D's raised additional points, to this service, since our Investigator issued the June 2023 opinion. However, esure hasn't had an opportunity to respond to those. So it wouldn't be reasonable for me to consider those.

I issued a provisional decision. As its reasoning forms part of this final decision I've copied it in below. In it I explained why I intended to require esure to pay Mrs D a total of £750 for the period covered by this complaint. I also invited both to provide any comments or evidence they would like me to consider. Esure didn't respond. Mrs D provided some additional comments.

What I've provisionally 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 this is an informal service I'm not going to respond here to every point or piece of Evidence Mrs D and esure have provided. Instead I've focused on those I consider to be key or central. But I would like to assure them I have considered everything submitted.

It's important for Mrs D to understand I'm only looking at events between February 2021 and May 2023. I accept the claim has been going on for far longer. But as I've explained I'm not looking at esure's handling of the claim prior to February 2021.

I've only been provided with limited information by esure. The main evidence it's shown me is its claim notes. Having considered these I think esure could have progressed the claim more effectively in the relevant period. As a result I feel it's responsible for some avoidable delay that will likely result in Mrs D's claim being settled later than it would otherwise.

The main cause of delay appears to be esure's contractor. I've referred to it as 'X'. esure is responsible for its errors. I will refer to esure's legal agents as 'L'. L's handling esure's attempts to reclaim its costs from Mrs D's local authority (LA).

The LA installed a root barrier to address the subsidence caused by a tree. This was deemed to have been ineffective. In February 2021 esure explained to Mrs D that the LA had been given until mid-March 2021 to install an effective one. Its failure to do so, she was told, would mean plans for the property to be underpinned would commence.

The LA missed that deadline. But as far as I'm aware underpinning works didn't begin until the summer of 2023 – approximately 15 months later. From what I've seen X's failure to provide required information in a reasonable time played a significant part.

I'm not going to go into great detail about the various issues. esure can read through its own notes. If it disagrees with my position, it can explain why. But I've provided a few examples to demonstrate my position. The notes from February 2021 to May 2023 show X repeatedly failing to provide information or respond to requests. L was particularly concerned with its difficulty in obtaining requested information from X.

A note from early October 2021 shows L had been chasing X for an estimate for underpinning and root barrier since March 2021. It was unable to progress its claim against the LA without that information. It's not clear when the required information was provided. As another example in June 2022 L explains its waiting for X to provide various information.

This was again for the claim against the LA. In September 2022 L was still waiting for X to provide some of the requested information. It seems it was finally provided in October 2022.

It seems likely to me that these delays slowed down the progress of the claim. Remedial works and repairs would have likely taken place earlier had I provided the required information within reasonable timescales.

In addition a note shows that X considered, as early as October 2022, underpinning should be carried out without any further consideration to the LA. Yet underpinning works didn't begin until around eight months later. Its not clear why.

In addition it seems esure was primarily focused on its claim with the LA. I understand the need to engage with the LA for its attempt to successfully reclaim its costs. However, considering the length of the claim, it would have been fairer to prioritise remedial works to Mrs D's property. It does seem the needs of its claim with the LA, combined with X's leisurely approach, delayed the remedial works and final settlement of the claim.

So I'm satisfied there was some avoidable and unreasonable delay to the claim in the relevant period. This seems likely to have resulted in protraction of the claim by several months at least. I can see from Mrs D's testimony the claim, and her property's condition, has caused her a significant amount of distress and inconvenience over its life. So it being unnecessarily extended will have caused her additional avoidable frustration and aggravation. She has lived with her property in a very poor condition and needing to continue dealing with an already lengthy claim for a number of months more than necessary.

To recognise that I intend to require esure to pay Mrs D at total of £750 compensation to cover the period relevant to this complaint – February 2021 to the end of May 2023. As I've said esure seems to have paid £100 already. So that leaves an additional £650 to pay. If esure can show its paid more that I will deduct it from the total its required to pay.

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.

Mrs D provided two detailed submissions about her experiences. It does sound as though she's had a difficult time. However, only a small part of what she outlined relates to the period of the claim I'm considering. She referred to health conditions she feels her experience with the claim reinforces. But, even with this and the rest of her latest information considered, I'm still satisfied £750 is a fair amount of compensation for the period covered by this complaint.

My final decision

For the reasons given above, I require esure Insurance Limited to pay Mrs D a total of £750 compensation (including any it's already paid as out above) for the period covered by this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 8 February 2024.

Daniel Martin
Ombudsman