

The complaint

Miss B has complained about how esure Insurance Limited trading as Sheilas' Wheels (esure) dealt with a claim under a home insurance policy.

What happened

Miss B found a leak in her home. So, she contacted her home emergency provider to send an engineer. The engineer said trace and access was needed and that Miss B should contact her home insurance provider to see if it was available under the buildings and contents policy.

So, Miss B contacted esure. Miss B told this service esure told her she didn't have cover under the policy and she would need to sort it out herself. Miss B arranged for the source of the leak to be found and the damage to be repaired. Miss B also complained to esure. When esure responded to the complaint, it offered £700 for the poor service Miss B had received.

Miss B complained to this service because she said the amount esure had offered didn't cover the costs she'd had to pay to deal with the leak. Our investigator requested a range of information from esure, including the details of the claim and the reason for the £700 compensation that had been offered. When esure replied, it provided basic information about the policy, but no details about the claim or compensation.

Based on the available information, our investigator upheld the complaint. She explained the dates she had requested information from esure and the rules that govern this service. She said without the requested information, it hadn't been possible to conclude if esure had fairly declined the claim or whether the compensation was fair. So, she said esure should settle the claim based on Miss B's invoices for the repairs and pay interest on that amount. Our investigator said if esure provided further information, she would reconsider the outcome.

esure didn't reply to our investigator's findings. So, the complaint was referred to me.

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.

Having done so, I uphold this complaint. I will explain why.

The Financial Conduct Authority has made rules and given guidance about our procedures for handling complaints. DISP 3.5.9R and DISP 3.5.14R allows this service to reach a decision on a complaint where a party has failed to provide information by the deadline specified, based on the information we have.

esure was asked for information about the claim and the compensation on several occasions. Our investigator also issued findings and, again, asked esure to provide its records. esure was also provided with the date by which it should provide any further information it would like an ombudsman to consider before a decision was made. That date had now passed. esure didn't provide any response to the request for the claim documents or provide an explanation for why these hadn't been provided. Under our rules, I'm satisfied I'm able to issue a decision.

I've looked at the information available to me. This included what was found by the home emergency company. Based on that, I'm satisfied there was a leak and that this was likely to require trace and access to locate it. I also think the leak was likely to have caused damage to the property.

I've looked at the esure policy. This said there was trace and access cover available under the policy. There was also cover for an escape of water or burst pipes. So, I think there was cover under the policy for the circumstances Miss B described. esure hasn't explained why it declined the claim. I also note that esure offered Miss B £700 compensation for how it dealt with the claim, although I don't know the reason for this other than "*poor service*".

So, in the circumstances, I consider it reasonable to require esure to settle the claim for the escape of water. It should do this based on invoices provided by Miss B to show the repairs carried out. esure must also pay interest on this amount because Miss B loss use of the money. The interest should be calculated from 13 March 2023, which I understand to be one month after the leak was first found. If it hasn't already paid it, esure must also pay Miss B the £700 compensation it previously offered.

Putting things right

esure should settle the claim related to the escape of water based on invoices provided by Miss B and pay interest on that amount. It should also ensure it has paid the £700 compensation it previously offered.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require esure Insurance Limited trading as Sheilas' Wheels to:

- Settle the claim related to the escape of water based on invoices provided by Miss B for the repairs.
- Pay 8% simple interest on that amount from 13 March 2023 to the date the payment is made.
- Pay the £700 compensation previously offered, if this hasn't already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 4 January 2024.

Louise O'Sullivan
Ombudsman