

The complaint

Ms B complains about how esure Insurance Limited (esure), handled a claim under her home insurance policy for damage to her property caused by an escape of water.

Any reference to esure in this decision includes their agents.

What happened

The sequence of events in this case are well known to both Ms B and esure, so the following is a summary of what happened.

In December 2022 Ms B returned home in the early evening to find water coming out of her property onto the drive. The water was coming from the loft of the property through the first and ground floors and out of the garage door. Ms B turned off the mains water supply and called the home emergency service provided as part of her home insurance policy. But she wasn't able to get an answer, with a voice message that said due to bad weather they were busy, and customers might experience difficulties contacting them. Ms B called an emergency plumber who attended and fixed the problem, a burst pipe in the loft.

When Ms B was able to contact esure, they said they'd appointed an agent (S) to deal with her claim for the damage from the escape of water. An electrician arrived a few days later to inspect the property, particularly the electrics. He said the electrics were safe, but Ms B didn't agree given the amount of water that had come down through the property, including through lighting. She said she received an electrical shock when changing a light bulb as recommended by the electrician. Concerned at the safety of her property, Ms B called an emergency electrician to inspect the property and he made the electrics safe (at a cost of £1,380, which was subsequently reimbursed by esure).

esure subsequently assessed the damage, through two loss adjusters (the first visit to the property in January 2023 and a second visit, because of what esure considered to be discrepancies in the list of contents being claimed for, in March 2023). esure subsequently made a cash settlement of the claim (March 2023) covering the damaged contents (£5,079.61), laptop (£679.99) and damage to the property (£8,834.00 net of the policy excess of £700). The settlement for damage to the property was based on contractor quotes obtained, and costs submitted for contents obtained, by Ms B.

However, as well as concerns about the electrician and the safety of her property, Ms B was also unhappy at the handling of her claim, the time taken to assess the damage and carry out repair work and what she considered to be poor service from esure. So, she complained. esure upheld the complaint in part. On Ms B's concerns about the electrician saying her property was safe, esure noted the electrician was professionally registered and provided a minor electrical installation works certificate following his visit. On the electrical shock Ms B said she received, esure apologised for any alarm to Ms B, but it wasn't something they'd award compensation. On the time assessing the claim, esure said they'd received a high volume of claims before Christmas 2022, which had impacted on the level of service they could provide to policyholders. However, they thought S could have done more to remove Ms B's damaged contents once the claim had been accepted by the loss adjuster, as well as

removal of the asbestos ceiling in Ms B's bathroom. esure apologised for the service Ms B received and the delays in handling her claim, awarding £100 in compensation.

Ms B then complained to this Service. She had been affected by the stress of what had happened, and she wanted to know why she had been misled about the safety of her property and left in a property unfit to live in with no bed, shower or bath facilities.

Our investigator initially upheld the complaint, concluding esure should pay an additional; £250 compensation to the £100 they'd awarded due to Ms B receiving an electrical shock. However, esure provided further evidence, including call recordings, which they said showed Ms B hadn't mentioned the electrical shock when she contacted them. Based on the further evidence, our investigator issued a second view in which he didn't uphold the complaint, concluding he wasn't persuaded Ms B had suffered an electrical shock and so esure didn't need to take any further action.

Ms B disagreed with the investigator's view and asked that an ombudsman review the complaint. She made several points. Firstly, she'd followed the electrician's advice to change a lightbulb, which is when she received an electrical shock. It was an electrical shock – not electrocution, which would have been fatal. She'd suffered a fall from a step ladder, but her injury was minimal. She also maintained the electrician had made an incorrect assessment the electrical system was safe, but esure accepted her engaging her own electrician (and reimbursed the cost). The electrician hadn't provided her with an electrical safety certificate and hadn't complied with Building Regulations. She also doubted his qualifications, saying she would refer the matter to the local authority if it wasn't settled to her satisfaction.

She also thought esure's offer of £100 compensation wasn't sufficient. She also thought esure hadn't acted as they should and this constituted a breach of contract and she would consider pursuing the matter under the legal expenses cover section of her home insurance policy, against esure for breach of contract.

In my findings, I noted. from esure's case notes, Ms B raised concerns about the first electrician's visit and his conclusion the electrics were safe. I also noted S subsequently agreed Ms B could engage her own electrician to check the electrics, and that esure reimbursed Ms B for the cost of the second electrician. There was also a reference to an incident which led Ms B to have concerns over the safety of the electrics following the visit of the first electrician. Given the references and what Ms B told us, I thought there was enough to conclude there was an incident that caused Ms B concern about safety of the electrics..

I also considered what Ms B said about conditions at the property following the incident, particularly the damp and cold conditions, and the impact these would have had. And given the avoidable delays I concluded were due to esure's actions, these difficult conditions would have persisted for longer than they should have done.

Taking these in conjunction with my conclusion about the electrical shock Ms B said she suffered, I didn't think £100 compensation for distress and inconvenience was sufficient. Taking all the factors into account, I thought £250 compensation fair and reasonable. Because I reached a different conclusion to our investigator on what would be fair and reasonable compensation for distress and inconvenience, I issued a provisional decision to provide both parties with the opportunity to consider matters further. This is set out below.

What I've provisionally decided – and why

My role here is to decide whether esure have acted fairly towards Ms B.

In looking at this case, I think it important to set out what this decision covers. It covers the complaint brought by Ms B to this Service in June 2023 and the issues it contains. This decision also covers events up to and including esure's final response issued in February 2023, as set out above. I've also noted esure subsequently made a revised cash settlement (Ms B rejected the initial settlement) of Ms B's claim in March 2023, also set out above. I've not seen anything in the evidence and information provided by Ms B or by esure to indicate the revised settlement is an issue in this case. So, I haven't considered this aspect.

I've looked at what Ms B has told us, including her disagreement with our investigator's view. From this, I think the key issues are broadly twofold. First, specifically, the inspection carried out by the electrician engaged by S as part of their assessing the claim and the damage from the escape of water. Ms B has raised significant concerns about the inspection and the qualifications of the electrician and the conclusion the property was safe – which Ms B disputes. She says esure accepted there were issues with the inspection by agreeing for her to engage a second electrician and reimbursing her for the cost of that work (£1,380). esure say the electrician was professionally registered and provided a minor electrical installation works certificate following his visit.

A further aspect of this issue is that Ms B, following the electrician's advice to change a lightbulb, says she suffered an electrical shock. esure have apologised for any alarm to Ms B, but it isn't something they'd award compensation.

The second broad issue is esure's handling of the claim, including the time taken to assess the damage and to make a settlement of the claim. Ms B is unhappy at how the claim was handled by esure (and by S as their agent). esure say they had a high volume of claims before Christmas 2022, affecting the service they could provide to policyholders. They accept S could have done more to remove Ms B's damaged contents once the claim had been accepted, as well as removal of an asbestos ceiling. esure have apologised for the service Ms B received and the delays in handling her claim, awarding £100 in compensation.

Coming back to the first issue, the inspection by the electrician appointed by S, I've considered all the evidence and information available in this case. From esure's case notes I can see Ms B raised concerns about the first electrician's visit and his conclusion the electrics were safe. I can also see S agreed that Ms B could engage her own electrician (as they weren't able to appoint a further electrician). I can also see esure reimbursed Ms B for the cost of the second electrician, who visited a week after the first electrician. There's also a reference to the incident in which Ms B suffered an electrical shock.

Given the references and what Ms B has told us, I think there is enough evidence to support the conclusion Ms B did receive a mild electrical shock as she described. But, as she's said, it was mild and she suffered a fall from a step ladder, but her injury was minimal. I'll consider what would be a fair and reasonable way for esure to put things right together with my conclusions on the second aspect of the complaint, the handling of the claim and the time taken to assess the claim.

On the second area of Ms B's complaint, the handling of the claim and the time taken, I've again looked at the sequence of events. I've noted some issues with drying equipment provided after the incident not working, which were affected by the time of year (over Christmas and New Year) and the volume of claims esure had received. I can also see indications of delays in esure (S) contacting Ms B about removing damaged contents and removal of a ceiling with asbestos, and esure apologising for those delays they considered avoidable – given the volume of claims they (and S) were having to deal with in the period.

Looking at all the evidence, I've concluded there were some delays in esure's handling of the claim, notwithstanding assessing claims and arranging for damage to be repaired (or for

quotes from contractors approached by Ms B to be reviewed and payments raised) inherently will take time, particularly in a period where there are significant numbers of claims, as is the case here. Having reached this conclusion, I'll consider separately what I think would be a fair and reasonable way for esure to put things right.

I've also considered the specific issues raised by Ms B in disagreeing with our investigator's view. First, that the electrician didn't provide her with an electrical safety certificate and hadn't complied with Building Regulations. She also doubts the electrician's qualifications, saying she will refer the matter to the local authority if it isn't settled to her satisfaction.

On these points, esure have said the electrician was professionally registered and provided a minor electrical installation works certificate following his visit. I've seen details of the registration. But it isn't for me to determine whether this means the electrician was appropriately qualified or whether Building Regulations were complied with. My role is to decide whether esure have acted fairly towards Ms B. Ms B says esure have (tacitly) accepted there were issues with the first electrician, by agreeing for her to engage a second electrician and reimbursing the cost. I've thought about this, in terms of my role. I've concluded it was reasonable for esure to reimburse the second electrician's cost, as a reasonable response to the concerns raised by Ms B.

And on the point about compliance with Building Regulations, Ms B has said she will raise her concerns with the local authority. That's her prerogative and the local authority have a responsibility with respect to compliance with Building Regulations. As I say, it isn't something that falls within the remit of this Service.

Ms B also says esure haven't acted as they should and this constitutes a breach of contract and she is considering pursuing the matter under the legal expenses cover section of her policy, against esure for breach of contract. This Service's role is to provide an informal complaint resolution service where consumers aren't happy with how a business has responded to a complaint against them. It doesn't preclude a consumer pursuing legal action through the courts if they aren't content with either how a business has dealt with them or with a decision issued by this Service. So, it's also Ms B's prerogative (and right) to pursue a legal case if she chooses to do so.

While it's not for me to consider whether Ms B can use the legal expenses section of her home insurance policy, looking at the relevant section of the policy booklet, the Family Legal Protection section of the policy includes a list of General Exclusions, one of which states:

"2. There is no cover for:-

- a) Claims or loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against your insurance advisor, the insurer, the adviser or us"

Which might indicate this section of the policy couldn't be used to bring an action against esure as the insurer of the home insurance policy.

Having reached these conclusions, I've considered what esure should do to put things right. I've also considered what Ms B has told us about the conditions at the property following the incident, particularly the damp and cold conditions at the property following the escape of water and the damage it caused. I can understand the impact these would have had, notwithstanding that some degree of disruption and inconvenience would always have been the case following the escape of water. And given the avoidable delays I've concluded were due to esure's actions, then these difficult conditions would have persisted for longer than they should have done.

Taking these in conjunction with my conclusions about the electrical shock Ms B said she suffered, I don't think £100 compensation for distress and inconvenience is sufficient in this case. Taking all the factors into account, I think £250 compensation for distress and inconvenience would be fair and reasonable.

My provisional decision

For the reasons set out above, my provisional decision is that I uphold Ms B's complaint. I intend to require esure Insurance Limited to:

- *Pay Ms B £250 compensation for distress and inconvenience.*

esure Insurance Limited must pay the compensation within 28 days of the date on which we tell them Ms B accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Ms B responded to make several points. First, that the provisional decision was made on the basis of limited detail (information) as set out in the 'What happened' section of the Provisional Decision. She provided an abridged summary timeline of events and also questioned some of the narrative in the Provisional Decision. Second, she reiterated her concerns about the qualifications of the first electrician who visited her property. Thirdly, she also raised some concerns over whether esure had provided this Service with complete evidence and information relevant to the case. Fourthly, she didn't agree that £250 compensation for distress and inconvenience was sufficient, given the way esure had handled the claim and the conditions at the property following the incident.

Esure also responded to make several points. They disagreed with inclusion of what Ms B said about receiving an electrical shock as part of the £250 compensation for distress and inconvenience, as they thought the provisional decision just accepted Ms B's testimony without supporting evidence - they doubted the veracity of what Ms B said happened and weren't persuaded her testimony was reliable. In the absence of any supporting evidence for what Ms B had said, they thought their offer of £100 compensation was fair.

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.

My role here is to decide whether esure have acted fairly towards Ms B.

Taking Ms B's response, on the first issue that the provisional decision was made based on limited detail (information) as set out in the 'What happened' section of the Decision, the wording at the start of the section made it clear the narrative that followed was a summary of what happened – it wasn't intended to be a complete and exhaustive account of the timeline and sequence of events. But I looked at all the evidence and information provided – both by Ms B and by esure – when forming my provisional conclusion. And I've considered the further representations, including the abridged summary timeline of events provided by Ms B when reaching my final decision.

Ms B also questioned some of the narrative in the Provisional Decision. I've looked at the points she raised, but I don't consider they change my view about what happened and my conclusions.

On Ms B's concerns about the qualifications of the first electrician who visited her property, I considered this aspect in detail in the provisional decision, including what Ms B may wish to do if she wants to pursue her concerns (through routes other than the Service). Ms B hasn't provided any new evidence or information that's different from that previously provided, so I haven't changed my view on this point.

Ms B also raised some concerns over whether esure had provided this Service with complete evidence and information relevant to the case. The nature of our process when considering complaints is that we form findings and conclusions on the basis of all the evidence and information provided, both by the complainant (Ms B) and the respondent (esure). To infer, as Ms B has done, that findings and conclusions she disagrees with means evidence and information has been withheld by esure is to misunderstand the process we follow as a Service.

Ms B also disagrees that £250 compensation for distress and inconvenience is sufficient, given the way esure handled the claim and the conditions at the property following the incident. The provisional decision recognised what Ms B described about the conditions at her property following the incident, which would have been difficult. I took account of this factor, along with what I concluded were avoidable delays in handling of the claim (and what esure themselves acknowledged were shortcomings in the service they'd provided) when coming to my conclusion about what I thought was a fair and reasonable figure for compensation for the distress and inconvenience Ms B suffered. I've considered the further response from Ms B, but it hasn't changed my view on this point.

Turning to the points made by esure, I've first considered their point that the provisional decision just accepted Ms B's testimony without supporting evidence - they doubt the veracity of what Ms B said happened and aren't persuaded her testimony is reliable.

When considering complaints, we assess the evidence and information provided by both parties, which will include testimony and representations provided by both parties, including the complainant. We assess what they've said and consider it alongside other information and evidence. esure may doubt the veracity of what Ms B has said, but they've not provided any evidence to refute it. While the nature of what Ms B has said happened means it wasn't independently witnessed, I considered what she'd said along with her description of the visit of the first electrician and what she said she was told about what to do. I've seen nothing from esure or the electrician concerned that refutes what Ms B has said.

I've reviewed B's internal notes and email correspondence again in detail and I have noted mentions of an incident with the light fitting in December 2022 and to Ms B's concerns about the electrical safety of her property at the time in February and April 2023. I've also listened to a call from Ms B to esure in December 2022 in which she describes what happened with the incident and her concerns about the safety of the electrics. So while B has said this was raised more recently and only to this Service, I'm satisfied C brought her concerns to the attention of esure (and through them to their agents) soon after the incident occurred and since. There's also reference in esure's first final response. I've also noted the latter doesn't seek to question the veracity of what Ms B has said, and the response apologises for any alarm that may have been caused.

But in any case, this does not change the fact a further visit by a separate electrician engaged by Ms B took place (as it appears S weren't able to source one at the time) and that esure reimbursed Ms B for the cost.

esure disagree with the £250 in compensation set out in the provisional decision. The decision makes it clear this figure isn't solely because of what Ms B says about the incident with the electrics, as it reflects a combination of factors, including the avoidable delays caused by esure, the shortcomings they acknowledge in the handling of the claim and the

service they've provided, as well as the impact on Ms B. esure haven't challenged these elements, so taking all the circumstances into account, I haven't changed my view that £250 compensation for distress and inconvenience is fair and reasonable in the circumstances of this case.

Taking these points together, they don't change the conclusions set out in my provisional decision, so my final decision is the same as my provisional decision.

My final decision

For the reasons set out above, my final decision is that I uphold Ms B's complaint. I require esure Insurance Limited to:

- Pay Ms B £250 compensation for distress and inconvenience.

esure Insurance Limited must pay the compensation within 28 days of the date on which we tell them Ms B accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

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

Paul King
Ombudsman