

The complaint

Miss B has complained that esure Insurance Limited (esure) unfairly dealt with a claim under a home insurance policy.

What happened

Miss B contacted esure to make a claim when roof tiles were damaged at her property. esure sent a surveyor to assess the damage. It then declined most of the claim because it was due to long term damage caused by vegetation. Esure assessed that a small part of the damage was the result of accidental damage. However, the cost of the repair was less than the policy excess, so it declined to pay any part of the claim.

When Miss B complained, esure maintained its decision not to offer any settlement for the claim. However, it said there had been a delay in instructing its supplier. It also acknowledged that Miss B's expectations hadn't been correctly set and that Miss B had been disappointed by the claim outcome. It offered £50 compensation.

So, Miss B complained to this service. Our investigator said esure didn't need to do anything further. He said the policy didn't provide cover for the damage caused by the vegetation. esure had also shown that the cost to repair the accidental damage was less than the policy excess. He said it was fair for esure to decline the claim and that the £50 compensation it had offered was reasonable.

As Miss B didn't agree, 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 don't require esure to do anything further.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. Miss B has said that esure initially told her it would deal with the claim. However, it later declined it. So, I've looked at what happened and whether esure acted fairly.

A surveyor visited Miss B's property. I've looked at the surveyor's findings, which was that most of the damage was the result of vegetation damaging the roof over a few years. I've looked at the policy booklet. This said it didn't cover anything that happened gradually over time. So, I think it was reasonable for esure to decide it couldn't cover the damage caused by the vegetation.

esure assessed that some of the damage was due to accidental damage caused by a worker on the roof, who was removing the vegetation. However, it didn't offer settlement for this part of the claim because the cost of the work was less than the policy excess.

The policy booklet explained that the excess was “[t]he first amount you must pay towards any claim as shown in your schedule”. Looking at the policy schedule, this showed that the excess was £375 and said this was “[t]he amount you pay towards each claim”. I’ve seen the cost of the work. This was less than £375. So, esure didn’t need to settle the claim because the cost of settling the claim was within the excess amount, which Miss B was responsible for paying.

I’m aware Miss B has said she isn’t concerned about what the policy said. However, esure only needs to settle a claim in line with the policy terms and conditions. It’s also normal for an insurer to keep a claim under review and this can sometimes mean it changes its assessment of whether a claim is covered by the policy. It’s able to do that, but this can mean there is a loss of expectation for the policyholder where a claim is later declined.

Where that has happened, I would expect consideration to be given to whether some compensation should be paid for that loss of expectation. In this instance, esure offered £50 for the delay in sending a surveyor and because it then declined the claim. I’ve looked at all the evidence and I also listened to the phone calls between Miss B and esure and have taken these into account. In the circumstances, I think the compensation offered by esure was reasonable to recognise the impact of the issues identified and I don’t require it to do anything further in relation to this complaint.

My final decision

For the reasons I have given, it is my final decision that esure doesn’t need to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss B to accept or reject my decision before 20 March 2024.

Louise O’Sullivan
Ombudsman