

The complaint

Mr H has complained about how esure Insurance Limited has dealt with a claim on his home insurance policy.

For ease of reading any reference to esure includes other individuals and organisations acting on its behalf.

What happened

Mr H made a claim under his home insurance policy after a flood and escape of water, but esure declined part of the claim. As Mr H wasn't happy about how the claims were handled, in particular certain items not being covered, he complained to esure. esure didn't uphold the complaint but offered £125 for poor claim handling. Unhappy with esure's response, Mr H referred his complaint here.

We have previously dealt with a complaint from Mr H in relation to these claims and issued a final decision. This complaint specifically relates to the damage to Mr H's garage and the electrics, as these weren't covered by the previous complaint. Mr H said he's had issues with the garage electrics, including the electric garage doors and the electric gates to his property. He's also said the garage floor needs replacing and he's unhappy esure has declined to cover these items. Mr H explained that esure made an offer to cover the damage to the garage floor and he has also provided a report which he says shows the damage to the electrics is flood related.

Our Investigator reviewed the complaint and recommended it be upheld. He found a report which esure had carried out suggested further investigation was needed to determine whether the garage floor and the electrics were covered by the policy. Our investigator also found esure hadn't inspected the electrical items Mr H was claiming for, only the consumer unit had been inspected. He therefore didn't agree esure had done enough to decline the claim for these items and recommended esure carries out a further inspection to determine whether they're covered. Our Investigator also recommended esure increase the compensation on this complaint from £125 to £300.

Mr H didn't agree and asked for an Ombudsman's decision. esure also didn't agree, it said there were pictures of the electric garage doors being open on one visit and then closed on another visit. It also said that due to where the electrics were located, they shouldn't have been damaged by the flood. esure also didn't agree there was sufficient evidence of a flood in the garage as the contents didn't have signs of flood damage and said it hadn't inspected the garage floor further.

As neither party agreed with our Investigator, the complaint has come to me to decide.

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.

A fundamental and basic principle of insurance is that the onus is on the insured (Mr H) to show an insured event has occurred. Once this has been done the burden would fall to the insurer to decline a claim under the policy terms, if it thinks the claim isn't covered.

In this case esure has accepted an insured event occurred but has declined Mr H's claim for the garage floor and the electrics as it said that it doesn't agree they've been damaged by an insured event. esure has said the damage to the electrics is most likely due to a leak from the garage roof and referred to pictures of the garage ceiling. It's also disputed the damage to the garage floor, as it said that when it inspected the contents of the garage there was minimal damage to the contents.

Mr H disputes this and has provided a scope of works from esure's loss adjuster for the garage floor. Within this report it also confirms further investigation is required, which esure hasn't shown has happened. Mr H has also provided a quote from an electrician which says, "complete rewire of flood damage" and then goes on to refer to work in the garage. This is accompanied with an overview of the cause of the damage which says *"The insulation resistance results at the time of testing showed that all 3 conductors were making contact causing a short circuit, this is more than likely due to water penetration in electrical accessories."* The quote provided by Mr H also covers damage to the electric gates to his property as well as the electric garage doors.

I understand esure disputes the water damage is related to the flood and has referred to the location of the electrics in the garage, it also said that Mr H didn't raise the issue with the electric gates previously. For the damage to the garage electrics esure has suggested the damage could be from a leak in the roof. However, it's not provided any reports to confirm this is the most likely cause of damage. I'm therefore satisfied that the fair and reasonable outcome is for esure to assess the garage electrics, electric garage doors and electric gates to determine the cause of damage, as stated in its own report. I say this as esure hasn't shown these items have been adequately inspected previously.

In regard to the garage floor, I'm also not persuaded esure has done enough to show this isn't covered either. I say this as the report esure has carried out on the garage says: *"Brief scope completed for tiled floor, however the garage would need a further inspection once contents have been removed to determine full damages and the insured stated the electrics are effected however we would require electricians report to confirm damage and cause."* esure hasn't shown these further investigations have been carried out, I'm therefore satisfied that the fair and reasonable outcome to this complaint is for esure to carry out this further investigation for the garage floor as well.

I understand esure says it thinks these items are unlikely covered by the policy, but as Mr H has shown it's most likely an insured event occurred the onus is for esure to show it's not covered. I have also considered esure's point about the garage doors being open on one visit but then not on another. Mr H has explained he's had to manually wind the garage doors to open them. I'm therefore not persuaded esure's reasons are sufficient to show they weren't damaged in the flood. I'm therefore satisfied the fair and reasonable outcome is for esure to carry out the assessments to determine whether Mr H's claim for these are covered by the policy.

As esure hasn't shown it's acted fairly by declining the claim for these items, it's caused Mr H additional unnecessary distress and inconvenience. I say this because esure has delayed the outcome of the claim and that would be distressing and inconvenient as some items have not been repaired while Mr H awaits the outcome of the claim. To compensate Mr H for this unnecessary distress and inconvenience, esure needs to increase its compensation for this distress and inconvenience to £300.

My final decision

For the reasons explained above I uphold this complaint. I require esure Insurance Limited to assess the damage to Mr H's garage floor and electrics (including electric gates and electric garage doors) to determine whether this part of the claim is covered under the policy. esure Insurance Limited also needs to pay Mr H £300 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 6 September 2024.

Alex Newman
Ombudsman