

## **The complaint**

Mr S has complained about the service provided esure Insurance Limited ('esure') in relation to his claim for storm damage under his home insurance policy. For the avoidance of doubt the term 'esure' includes its representatives and agents in this decision

## **What happened**

Mr S reported a leak which he said was further to storm damage to the roof of his home in October 2023. He held a home insurance policy with esure at the relevant time. esure advised Mr S to arrange for the leak to be dealt with and the damage repaired, as he didn't have home emergency cover. Mr S took this advice, and he paid £1,000 as a result. esure had informed him that it would reimburse Mr S if he sent invoices. However, when he contacted esure to get reimbursed it initially declined to do so but then agreed and reimbursed him in December 2023. esure also offered to pay Mr S compensation of £50.

Mr S was unhappy with this however and he complained about the service which he'd received from esure, as he had to spend a lot of time on the phone and writing to get reimbursement. esure maintained its position and Mr S referred his complaint to this service.

The relevant investigator upheld Mr S's complaint and it was his view that esure should pay Mr S £100 in compensation for the distress and inconvenience caused. esure didn't agree with the investigator's view and the matter has therefore been referred to me to make a final decision in my role as Ombudsman.

## **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.

The question for me to determine is whether, as esure had decided to reimburse Mr S for the costs he incurred to repair the damage in question, whether it had nevertheless treated Mr S in an unfair and unreasonable manner in its handling of his claim. I conclude that it didn't act in a fair and reasonable manner in all respects.

In considering this matter, I've also had regard to the submissions of the parties as summarised below. Mr S stated that there'd been a storm in the relevant week and at the end of that week, a wet patch appeared on the main bedroom ceiling. He said that there seemed to be a leak from the roof and the patch grew to the point that water was dripping.

Mr S waited over 1.5 hours to get through to someone at esure to report the issue. He said that the claims handler didn't sound as if she cared. She advised Mr S to forward the invoice following the repairs along with proof of payment and other relevant documents or pictures. Mr S's wife managed to arrange for a roofer to carry out the work the following day and Mr S duly sent esure pictures taken by the roofer.

Mr S telephoned esure to provide an update the following week. The claims handler then told him that they would send an agent out to inspect the property. Mr S was a bit confused

and said that was fine, but all they'd now see was a repaired roof. The agent took photographs of the repaired roof. He also mentioned ceiling damage, which Mr S said didn't exist as the leak hadn't resulted in any lasting damage to the ceiling due to preventative action taken by himself and his neighbour. Mr S said that the agent didn't get on the roof, and he thought that he, *'just took some random pictures'*. Mr S said he had since made a number of phone calls to esure, but that it hadn't made an effort to help or call back.

Mr S was really annoyed that esure then declined his claim as he'd done what it had requested, had been completely co-operative and had warned esure that it would only see a repaired roof. He said that there was a young child in the home, and he couldn't leave a damaged roof over the weekend. He felt let down and said that he was left out of pocket and thought that this sort of service was completely unacceptable. He said that once esure listened to the initial call to report the incident, esure realized their call handler had given incorrect information and then settled the claim, however it took over two months to do so. Mr S said he'd, *'made countless calls and had to fight my own corner to get this resolved'*.

I now turn to esure's submissions regarding this matter. It said that the claim had been declined initially on the basis that all works had been completed before it had an opportunity to inspect the damage. Following Mr S's complaint however, it had reviewed Mr S's initial call with esure's out-of-hours service. It considered that the call handler's advice that Mr S should arrange to have the damage repaired, *'did not make it sufficiently clear that a later inspection and agreement of reasonable costs would be required'*. On this basis, it settled the £1,000 invoice in full, net of the excess amount. It offered £50 compensation for time spent and the stress endured by Mr S.

Whilst esure had settled the claim, it still maintained that there hadn't been any storm conditions at the relevant time and that the claim should have been declined. It also thought that the repair costs had been excessive. esure therefore said that it had only settled the matter on the basis that Mr S had been given incorrect information at the outset. It didn't consider that additional compensation, was merited, *'given we paid the claim without question'*. Following receipt of the investigator's view, esure stated that regardless of what Mr S was told on the phone the claim should have been declined, and esure should have simply paid compensation for providing incorrect information. It felt it would therefore be punitive to require further compensation to be paid.

In conclusion, esure considered that its approach had been more than fair. It said that if Mr S had been told on the original call there had been no storm conditions, *'then he would have had to foot the bill for repairs himself therefore he is arguably in a better off position than he should be'*.

I now turn to the reasons for my final decision. I note that esure eventually listened to the initial telephone call between its call handler and Mr S and that this led esure to settle Mr S's claim in full. As for esure's subsequent argument that there hadn't been any storm conditions in the specific area at the relevant time, or storm-related damage, it hasn't provided evidence to support this position. Nor has it supplied any evidence to indicate that the bill for the repair works was excessive. esure may well have taken a pragmatic approach by agreeing to settle the claim, rather than attempting to secure evidence in retrospect to support its subsequent argument. Nevertheless, esure cannot now rely on this unsupported argument in order to try to limit a fair and reasonable amount of compensation to be paid for distress and inconvenience caused by esure's handling of this matter. By offering to pay £50 in compensation for these matters, it had acknowledged that an additional payment for distress and inconvenience was merited.

I don't agree that esure had paid Mr S's claim, *'without question'*. I'm persuaded that Mr S had to chase the matter on a number of occasions before esure listened to the relevant

telephone recording which supported Mr S's position. In the circumstances, I don't consider that esure's response to Mr S's complaint was entirely fair and reasonable. Whilst it eventually settled the claim, it only offered a small amount of compensation in the first instance. I'm satisfied that compensation of £100 is fair and reasonable compensation to recognise the distress and inconvenience caused by esure initially declining Mr S's claim, even though he'd complied with esure's advice and requirements. It also recognises that he had to spend a lot of time on the phone having to sort out the issue.

### **My final decision**

For the reasons given above, I uphold Mr S's complaint and I require esure Insurance Limited to pay £100 in compensation for the distress and inconvenience caused to Mr S by the way in which it handled his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 27 June 2024.

Claire Jones  
**Ombudsman**