

The complaint

Mr and Mrs B complain that esure Insurance trading as Sheila's Wheels (whom I'll refer to as 'esure' for ease hereafter) took too long to resolve their claim and want fair compensation for the impact of the delays.

What happened

There are broadly two parts to this complaint which are well known to the parties, so I won't be repeating things in detail here. But briefly, Mrs and Mr B brought an initial complaint to this service about delays with their home insurance claim, which was ongoing at the time.

They later brought a second complaint about the settlement of that claim, and alternative accommodation costs. Our Investigator considered the first complaint in isolation as Mrs and Mr B were still in discussions with esure about the claim itself, but due to the passing of time it was agreed that the two complaints should be merged into this one.

An agreement was reached between esure and Mrs and Mr B about the settlement of the claim and alternative accommodation costs – so this no longer remains in dispute. Our Investigator then focused on the remaining dispute – the issue of compensation for the distress and inconvenience Mrs and Mr B say they experienced due to the duration of the claim.

esure had already offered £500 in compensation and our Investigator recommended an increase to £600. esure agreed to this increase, but Mrs and Mr B didn't – so this complaint has been passed 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.

Having done so, I agree with our Investigator's recommendation, and for broadly the same reasons. I'll explain why.

For completeness I will not be considering the dispute about settlement/alternative accommodation costs – as this has been resolved and I've seen a narrative from the parties about this in our files. So, I've focused entirely on the dispute about compensation.

This has been a relatively long-running claim and there has been some ongoing disruption to Mrs and Mr B's household. While that's not unusual in claims of this type – anything which interferes with the ordinary use or enjoyment of a home is disruptive – I recognise this has been a frustrating experience for Mrs and Mr B.

The event leading to the claim took place in November 2022 and wasn't resolved until 2024. And aside from the extended timeline of disruption I can see there has been a lot of

correspondence between the parties. Importantly, this has required significant input from Mrs and Mr B and of lot of time spent on the telephone to try and move things forward.

Encouragingly, esure has recognised this by offering compensation of £500, which our Investigator recommended should be raised to £600, and to which esure agreed. Mr B suggests a larger sum of £1,000 should apply, so the issue for me to consider is whether £600 represents fair compensation.

I think it does. I say this having considered this Service's usual approach to awards for distress and inconvenience and taking into account the impact I've explained above. For that reason, I won't be requiring esure to pay Mrs and Mr B more than £600.

Putting things right

I require esure to put things right by paying Mrs and Mr B £600 for the distress and inconvenience they've suffered, less any sums it's already paid.

My final decision

I uphold this case and esure need to settle this complaint in line with my instructions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 25 July 2024.

Andy Howell
Ombudsman