

## **The complaint**

Mrs and Mr K have complained about the settlement offered and the service provided by esure Insurance Limited ('esure') under their home insurance policy. For the avoidance of doubt, the term 'esure' includes reference to its agents, surveyors and loss adjusters for the purposes of this decision. Reference to Mrs and Mr K includes submissions made on their behalf by their representative.

### **What happened**

In July 2023, Mrs and Mr K's son noticed damage to the toilet ceiling of their home. A plumber attended and repaired a leak on the cistern feed pipe in the ensuite bathroom above. As a result, repairs and redecoration were needed. The relevant policy had a standard £450 excess applicable for escape of water claims, and Mrs and Mr K had agreed to pay an additional excess amount of £100. esure accepted the claim for £660 and paid £110 once it had removed the £550 excess.

Mrs and Mr K then contacted esure again to report a second claim in October 2023 and provided an invoice which referred to the repair of leaks to the shower trap, shower valve and shower screen. esure accepted the claim, however, it said that the plumbing costs weren't covered, so it was willing to pay £864 less the £550 excess.

Mrs and Mr K were unhappy with this as two claims were recorded against their policy, whilst they felt they both matters related to same original escape of water claim. As such, they said that they shouldn't have been charged two excess amounts of £550 and wanted to receive compensation for the trouble and upset caused. esure paid compensation of £50 to Mrs and Mr K for a delay in issuing a response to their complaint but maintained its stance on the substantive issue. As such, Mrs and Mr K, referred their complaint to this service.

The relevant investigator partly upheld Mrs and Mr K's complaint. It was his view that the two escapes of water were separate events, and so two excess amounts were payable. He considered that the second invoice clearly referred to a different area from the first leak. He also thought that the £50 compensation for complaint delays was fair. However, as there had been a five-month delay in issuing payment for the second incident and also certain service failures, he considered that esure should pay Mrs and Mr K a further £250 in compensation.

Mrs and Mr K didn't accept the investigator's view, and the matter was 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 key issues for me to determine are whether it was fair and reasonable for esure to apply two separate excess amounts to Mrs and Mr K's claims, and whether it provided a fair and reasonable service in processing their claims. I don't uphold the complaint in relation to the

issue of the excess amounts, however I do uphold Mrs and Mr K's complaint regarding the service provided by esure.

In reaching this decision, I've considered the submissions of the parties as summarised below. I firstly turn to Mrs and Mr K's submissions. They stated that the second leak took place only a week or so later than the first leak, and on removal of the ceiling, *'it was discovered that a residual pool of water from the original leak had been disturbed.'* They referred to it as being an *'alleged'* toilet leak, and after the ceiling had been replaced, water started coming down the walls again.

They also complained about the attitude of the surveyor who originally attended their home, saying that he was *'at best uninterested, unhelpful and engaged in very little communication.'* Mrs and Mr K said that the plumber who attended to trace and access both leaks had confirmed that there had only been one leak. On notification of the second escape of water, Mrs and Mr K said that an agent was instructed but failed to attend on two occasions at the agreed date and time and failed to communicate for several weeks.

Mrs and Mr K said that they were out of pocket because of esure's stance, by over £1,100. They said that the stress of the *'appalling'* service had taken its toll.

I now turn to esure's response to Mrs and Mr K's complaint. esure stated that in an e-mail dated November 2023, Mrs and Mr K had confirmed that the first leak was found to be coming from the toilet cistern and that this had been repaired. It said however that the invoice sent to esure in early December 2023 concerning the second claim stated that the contractor had conducted a trace and access and repaired leaks to the shower trap, shower valve, and shower screen. esure thought that, as the leaks had occurred in different areas of the bathroom, and several months apart, it didn't consider them to be related and were therefore treated as separate claims. As to Mrs and Mr K's point that the second leak was due to residual water, esure didn't think that this would have been enough to bring the ceiling down again as that would have caused staining only.

esure said that as it considered that there had been two separate incidents meant that Mrs and Mr K were charged two excess amounts of £550 per claim. It said that unfortunately, the excess was payable towards any claim made against the policy. It concluded that the amounts had been applied correctly and in line with the terms and conditions of the policy.

As to the service issues, esure apologised that it had taken longer to respond to Mrs and Mr K's complaint than normal, and it offered them £50 in compensation.

I now turn to my reasons for not upholding Mrs and Mr K's complaint in relation to the application by esure of two separate excess amounts. Unfortunately, there's conflicting evidence as to whether the second incident took place only a week after the first incident, or several weeks apart. It appears that the first incident was reported in July 2023, and the second in October 2023. There's also a possibility that the first leak may have been misdiagnosed, and that both leak incidents related to issues with the shower trap, shower valve, and shower screen as specified in Mrs and Mr K's expert's invoice relating to the second leak. However, unfortunately in the absence of further evidence, the currently available evidence indicates that the leaks occurred in different areas of the bathroom's plumbing and some weeks apart. This points to two separate incidents.

In the absence of any expert evidence (whether from the trace-and-access plumber, the relevant contractors, or otherwise), to confirm that the first incident wasn't to do with the toilet cistern feedpipe as stated by Mrs and Mr K, I must conclude that, on the balance of probabilities, the two leaks were unconnected.

The terms and condition of the relevant policy form the basis of the contract of insurance between the insurer and the policyholder. In this case, it's clear that an excess amount is applied to each claim. As such, I consider that esure was acting within its rights, and in accordance with the relevant policy, in applying two separate excess amounts to the two separate claims. Unfortunately, I can't therefore say that it acted in an unfair or unreasonable manner in this respect.

As to the service provided by esure however, I do uphold Mrs and Mr K's complaint. I note that there are examples of poor service here, which include delays in ensuring that the cash settlement was paid to Mrs and Mr K and also in failing to promptly respond to their complaint. I can appreciate how Mrs and Mr K felt about the handling of the matter. I also note that Mr K was left holding on the phone on occasions when contacting esure's agents, and in addition, Mrs and Mr K didn't receive promised call-backs.

In the circumstances, I don't consider that the compensation of £50 offered by esure adequately recognises the distress and inconvenience which its service failures had caused, particularly in the light of the fact that it was aware of the vulnerability of its customers. In the circumstances, I consider that esure should pay £300 compensation in total (less the £50 as above if this has already been paid).

I appreciate that this decision may come as a disappointment for Mrs K, and I also appreciate that she has gone through a very difficult time. In the circumstances, I trust that esure pays the outstanding compensation promptly on receipt of this decision letter.

### **My final decision**

For the reasons given above, I partly uphold Mrs and Mr K's complaint and I require esure Insurance Limited to pay £300 compensation in total for the distress and inconvenience caused by its service failures.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and the estate of Mr K to accept or reject my decision before 7 November 2024.

Claire Jones  
**Ombudsman**