

The complaint

Mrs M and Mr M have complained about esure Insurance Limited. They are not happy about the way it dealt with and settled two claims under their home insurance policy.

What happened

Mrs M and Mr M made a claim under their home insurance policy after a leak in their kitchen. esure looked into their initial claim and offered around £5,000 less the policy excess in relation to rectification work to their kitchen following a surveyor looking at the damage and providing a schedule of work, which Mrs M and Mr M accepted.

Unfortunately, they had a further leak at their property and a second engineer attended. A second claim was made focussing on a separate leak in the nearby utility room and esure offered just under £2,000, less the policy excess, in relation to the repairs required.

However, Mrs M and Mr M didn't feel that this covered the additional problems they faced from the second leak below their kitchen, so they complained to esure. It explained it had paid out in relation to the kitchen rectification work, the flooring and additional work as part of the first claim. And the second claim, in relation to the utility room, had covered that adequately and it wasn't satisfied that there was any evidence of additional repairs that required further payment or rectification. However, it acknowledged its service and communication could have been better, and it offered £175 by way of compensation for this alongside the delays caused. But as Mrs M and Mr M remained unhappy they complained to this Service.

Our Investigator looked into things for Mrs M and Mr M but she didn't uphold their complaint. She agreed that the service esure provided could have been better and caused delay. But overall, she thought esure had settled the claims in a fair and reasonable way in line with the policy terms and conditions.

As Mrs M and Mr M didn't agree, maintaining that all the damage caused hadn't been covered by esure, the matter has been passed to me for review.

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 think this complaint should be upheld. I know this will come as a disappointment to Mrs and Mr M, but I'll explain why.

As Mrs M and Mr M appear to accept that the compensation offered by esure in acknowledgement of the various delays, poor service and lack of communication is fair I don't propose to revisit this here. But I will highlight that I agree this feels reasonable and in line with the kind of award I would ordinarily make in cases like this.

I also think it's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I

don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint.

I agree that Mrs M and Mr M's claim could have been better handled and esure could have explained its position about what was considered as part of the claim more clearly. But I think it has dealt with Mrs M and Mr M's claims in a fair and reasonable way.

Mrs M and Mr M made their first claim in May 2023 and when esure's surveyor attended and provided a schedule of works an agreement was made to pay just under £5,000, less the policy excess, as a cash settlement. The payment aimed to cover the cost to put things right for Mrs M and Mr M after the leak at their property. The rectification work that was scoped related to repairing the kitchen floor, removing and reusing some of the kitchen units, removing debris, joinery work, fungicidal treatment of timber and walls amongst other things.

Mrs M and Mr M started the rectification work and there appears to have been two further leaks which they thought affected their property. One in the utility room and a further leak under the kitchen flooring which appears to have happened during the rectification work. The second surveyor, from a different company attended, and was satisfied that the second leak in the utility was covered and esure offered just under £2,000, less the policy excess, in relation to this second claim.

However, Mrs M and Mr M feel the additional leak and subsequent damage in relation to the kitchen that was in the process of being repaired wasn't covered by this second claim and they believed it should have been. They say they verbally discussed and agreed the replacement of some of their kitchen units with the attending surveyor as they had suffered further damage during the second leak under the kitchen floor. But the surveyor said in their report Mrs M and Mr M were clearly undertaking major work to their kitchen since the first claim had been cash settled, including changing the kitchen layout and partial removal of a wall. He noted that the kitchen floor had been uplifted and '*...some units destroyed and some set aside.*'

Upon considering the second surveyors report esure were satisfied that the cash settlement of the first claim covered the claim and didn't feel any additional damage was covered. This was because the majority of the damage was already looked at as part of the first claim which covered the removal of kitchen units and their subsequent re-use. And it didn't think it had been able to consider whether the kitchen units had been damaged further following the second leak as they had been disposed of. I note that Mrs M and Mr M have suggested that the level of damage to the units was only discovered when removed but I think the original surveyor would have picked this up. I've seen their report and the photographs of the original claim which support the way the first claim was settled, that the kitchen units could be removed and placed back in once the floor was rectified. As the first claim had been cash settled any damage caused in the removal of the units wasn't covered.

I know Mrs M and Mr M feel that the second surveyor already agreed this and saw the damaged units. But I don't have anything to support this position as this was simply a verbal discussion. And the surveyor's report suggests units had been destroyed at this point so I don't see how they could be considered in any event, and I'd expect a consumer to allow an insurer to inspect all the damage before agreeing repairs or settlement. The policy clearly explains under the section '*How to make a claim*' that a consumer should '*...keep any damaged items for inspection – do not dispose of any item.*'

Plus, Mrs M and Mr M haven't provided anything from a plumber or joiner reporting on the additional damage identified in relation to the second leak, its repair and the rectification work required, and the costs incurred, and I would expect to see this in order to support their claim in relation to the second leak. They have commented to our Investigator that they would look to provide a report from the plumber who attended the second leak, but they haven't provided this. However, if they have any additional evidence to support their claim, they can submit this to esure for its consideration.

Overall, I can understand why esure feels it has already paid for the rectification work for the kitchen as part of the first claim. And I haven't been provided with any evidence as to how the additional leak impacted the kitchen units or the floor any more than had originally been considered. I've viewed the videos provided in relation to the pin hole leaks from the hot water pipe under the kitchen floor that Mrs M and Mr M say was from the second leak. But this was clearly contained below the floor, and I can't be sure, without additional evidence, why the kitchen units were impacted, especially as they were raised off the floor.

I know this will come as a disappointment to Mrs M and Mr M, but I think esure has acted fairly here in the way it has looked to settle the two claims by cash settling around £5,000 and £2,000 minus the relevant policy excess. And paying £175 compensation for the delays in handling the claim and poor service provided.

My final decision

It follows, for the reasons given above, that I don't uphold this complaint. I think esure Insurance Limited has acted fairly in offering £175 compensation in addition to the amount it has offered in relation to the claims. I'll leave it to pay Mrs M and Mr M any outstanding costs from the claim and the compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 31 March 2025.

Colin Keegan
Ombudsman