

The complaint

Mr A complains about esure Insurance Limited's handling of claims he made under his home insurance policy.

Esure is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As esure has accepted it is accountable for the actions of the agents, in my decision, any reference to esure includes the actions of the agents.

What happened

In January 2023, Mr A made a claim under his home insurance policy with esure after an escape of water caused damage to his property. It took some time for the claim to be validated and drying and strip out works to begin. These works were still ongoing in December 2023, when Mr A discovered some further damage to his home had been caused by a storm. So, he made a second claim.

Mr A raised several complaints about esure's handling of his claims. He was unhappy with the length of time they were taking to be progressed. He also raised some concerns about poor communication and the actions of esure's agents.

Esure apologised for some poor service and paid Mr A a total of £1,375 in compensation. But Mr A remained unhappy and asked the Financial Ombudsman Service to consider his concerns.

Our investigator didn't think Mr A's complaint should be upheld. She acknowledged there had been some poor service and avoidable delays. But she thought the compensation esure had already paid Mr A was enough to put things right.

Mr A disagreed with our investigator's outcome. So, the 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've decided not to uphold Mr A's complaint. I'll explain why.

I've considered everything Mr A has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr A I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

I thought it would be helpful to provide some clarity about the Financial Ombudsman Service's role and the scope of the complaint that I'm deciding. Our role is to resolve

disputes between complainants and financial businesses, to help both parties move on. It isn't our role to handle a claim or to deal with matters as they arise.

Mr A's complaint about esure not offering him a renewal of his home insurance policy in April 2024 has been considered separately by our service. So, I haven't considered this matter in my decision. In this decision, I've considered the concerns Mr A raised about esure's handling of his claims up until esure's final response of 11 September 2024.

Delays and customer service

The relevant industry rules say an insurer should handle claims promptly and fairly.

Mr A has complained about a delay in the commencement of the drying works that were needed following the escape of water event in January 2023. Mr A says these didn't begin until August 2023.

I can see that surveyors visited the property a few weeks after Mr A made his claim. The claim then needed to move to be dealt with by loss adjusters due to the high value. Esure arranged for a company to commence drying and evaluation of damaged contents. Mr A raised some concerns about the service he received from them, so they were removed.

The loss adjusters made an appointment for a surveyor to attend the property in early April. Mr A says this visit was cancelled the day before and he was told an investigator needed to be sent. From what I can see this appointment needed to be rearranged as Mr A was unwell.

I understand esure had some concerns that the policy's occupancy requirements might not have been met at the time of loss. So, it carried out some further enquiries. Mr A says he tried to respond to comments the first surveyor made about the occupancy, but the surveyor never returned his calls.

The first surveyor's report says he was told during the visit that Mr A had been away from the property, living at his son's, for some time as he'd had an operation. The policy excludes cover for escape of water claims if a property is unoccupied for more than 30 days. So, I think it was reasonable for esure to want to satisfy itself that the property hadn't been unoccupied for more than 30 days when the escape of water event occurred.

Esure accepted the claim in early June, which was around 4.5 months after the claim was made. It's unclear from the information I have, exactly why it took so long to validate the claim. But I'm satisfied that at least some of the delay was unavoidable.

After validating the claim, esure instructed a drying company to attend. The drying company's costs were approved a few weeks later. I acknowledge Mr A's frustration that esure didn't arrange for drying equipment to be installed earlier, but I wouldn't expect an insurer to do this prior to accepting a claim.

Mr A says the drying company declined to do the strip out work because it was too big a job and he was left to arrange this himself. I appreciate this was frustrating for Mr A and caused him some inconvenience. But the policy's terms and conditions say esure can choose whether to arrange repairs to a building or pay for the cost of work being carried out. And I understand Mr A had access to contractors through his business.

It looks like there was some delay in the strip out works being carried out because esure decided to instruct another surveyor. This was due to the complexity of the claim and the degree of the required works. There was a further delay while an asbestos survey was carried out.

The property was still in the process of being dried when Mr A made a second claim on the policy in December 2023. This was for storm damage to his roof. Mr A believes that he wouldn't have had to make this claim if esure had dealt with his first claim more quickly. He says that if esure had better managed his claim he would have been back in his home when the storm damage happened. If he'd discovered the damage sooner, he could have dealt with it earlier and avoided significant internal damage.

I think esure is responsible for some delay to the progression of Mr A's first claim. But having considered the circumstances and complexity of the claim, I'm not persuaded that Mr A would likely have returned to his property by December 2023 even if esure had handled things better. So, I'm not persuaded esure is responsible for Mr A having to make the second claim.

Mr A says it took esure over twelve weeks to agree for a roofer of his choice to undertake a repair to his roof.

I can see that a surveyor appointed by esure attended the property around ten days after Mr A made the claim and took some photographs. Mr A had arranged for some temporary repairs to the roof prior to this visit. The surveyor concluded that the roof damage wasn't covered under the policy. However, it doesn't look like this was communicated to Mr A. About a month after the surveyor's visit, Mr A raised a complaint. After some further communication between Mr A and esure, it decided to accept Mr A's claim. Esure agreed for Mr A to use his own contractor due to some issues with esure's contractor, who I understand failed to attend or contact Mr A.

Based on what I've seen, I think esure is responsible for some avoidable delays in the roof being repaired as well as some poor communication here.

There were some further delays in reinstatement work being carried out to Mr A's property due to the discovery of asbestos that needed to be removed. A structural engineer then needed to be appointed because some structural issues had been identified. At the time of esure's final response to Mr A's complaint in September 2024, esure was waiting for the structural engineer's report so it could determine next steps.

Mr A also raised some concerns about the service provided by esure's suppliers. I understand there was a delay in an asbestos report being submitted. And Mr A was particularly unhappy that one of the suppliers suggested any quotes he provided from contractors would have been influenced by him. I can understand why Mr A was upset by this and I can see esure has apologised.

While I haven't gone into detail about every aspect of Mr A's claims, I am persuaded that there were some avoidable delays as well as some poor service and communication. In addition to what I've already mentioned, there were other issues such as some of Mr A's emails not being responded to and payments not being processed promptly. So, I've considered the impact of all of this on Mr A when assessing compensation for distress and inconvenience.

Asbestos

Mr A says asbestos was discovered in the property in April 2024, after it had previously been given the all clear, and this meant he'd unknowingly exposed workmen to asbestos.

According to esure's notes, asbestos was found in the ceiling of the sauna room in April 2024. When Mr A raised concerns that this hadn't been discovered sooner, he was told that the likely reason was that the sauna hadn't been stripped out at the time of the survey in August 2023. Esure has noted that the asbestos containing material was chrysotile which is the less hazardous material. It's also noted that there was only a minimal breach to the ceiling.

While the information I have available to me suggests that the risks from asbestos exposure were small, I do appreciate this was a worry for Mr A.

Mr A says he is under threat of "legal intervention" by the people who have been exposed to asbestos. I can see Mr A told esure he was due to meet with his solicitors regarding him and others being exposed to asbestos. But this was in reply to esure's final response of 11 September 2024. I can't see that he made esure aware of a legal threat prior to 11 September and I don't have anything to tell me what might have happened after that date. I can only consider what has occurred and not what might in occur this decision.

However, I have considered the worry Mr A experienced after discovering there was asbestos in the sauna ceiling that he believes should have been found sooner. And I've factored this into my broader assessment as to what a reasonable level of compensation is for this complaint.

Alternative accommodation

Mr A says esure didn't provide any alternative accommodation. He was left to fend for himself and eventually received payment in September 2024.

I understand Mr A wasn't staying at the property when the escape of water event occurred in January 2023. Esure has noted discussing alternative accommodation with Mr A in October 2023. From what I can see, esure asked Mr A for some information to validate his claim for alternative accommodation and also said the policy only covered his actual financial loss.

I can see there was also some discussions about reimbursing Mr A for council tax later on. Esure suggested Mr A used some of the other funds it had sent him while the council tax was under review.

I appreciate Mr A is frustrated that he didn't receive any payments for alternative accommodation until around twenty months after his first claim. But having reviewed the information available to me, I'm not persuaded that this delay was entirely down to esure. However, I think esure is likely to be responsible for some delay in this matter being resolved and I've considered the impact of this in the overall amount of compensation I think esure is responsible for.

Distress and inconvenience

I understand this has been an extremely difficult situation for Mr A, whose claim is still ongoing. Mr A says his mental health has suffered as a result of what's happened. I don't doubt this to be the case and I empathise with him.

As explained, I can only consider matters complained of up until esure's final response of 11 September 2024. And when thinking about a fair award for compensation, I need to separate the impact of the insured events from the additional distress and inconvenience Mr A experienced as a result of esure's poor service. No matter how well esure had handled the claims, Mr A would always have experienced some distress and inconvenience as a result of the damage to his home and the claims process.

While I think things could have been moved more promptly, I've also had to keep in mind that there were two overlapping claims, which were complex and of high value. I acknowledge that esure is responsible for some delays to the progression of the claim. But given the complexity of the claims, they would always have taken a long time to conclude and I think there were also some delays that were beyond esure's control.

Esure has paid Mr A a total of £1,375 for the complaints I'm considering in this decision. This is in the range of what our service would typically award where the impact of a business's mistakes has caused substantial distress, upset and worry. There may have been serious disruption to daily life over a sustained period, with the impact felt over many months, sometimes over a year.

Having carefully considered the matters I'm able to in this decision, I think £1,375 reasonably recognises the impact of esure's service failings on Mr A. So, while I appreciate my answer will be disappointing for Mr A, I'm not persuaded to award any additional compensation.

My final decision

For the reasons I've explained, I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 25 April 2025.

Anne Muscroft
Ombudsman