

The complaint

Miss O is unhappy with the way esure Insurance Limited (“esure”) handled her claim for a damaged bath.

What happened

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Miss O had buildings and contents insurance underwritten by esure. She claimed under the accidental damage section of her policy after a mirror dropped into the bath causing it to crack. To begin with, esure arranged a repair but, because of the position along the base of the bath, the crack couldn’t be repaired. esure said it would need to be replaced and gave Miss O the option of using its contractors or her own. Miss O said esure told her it would be quicker to use her own and submit a quote for consideration.

On receipt of the quote for a replacement bath, at just under £2,000, esure asked for further information, including the reason for new taps. Miss O provided esure with an account of her plumber’s reason. However, it felt the amount was excessive and appointed a surveyor.

When the surveyor attended, Miss O found him to be rude, condescending, and she felt uncomfortable. The surveyor declined the claim stating that the crack was due to wear and tear.

Miss O complained to esure. She said it had delayed handling her claim, causing her to be without a bath for a month. She said the surveyor was intimidating, had caused her distress, and esure hadn’t treated her fairly or supported her throughout her claim. Because of this, she said she didn’t proceed with two further claims in the same month.

esure issued a final response to Miss O’s complaint. It said her claim was declined because the surveyor’s report showed that the crack at the base of the bath was due to wear and tear. However, it offered £50 compensation in recognition of the fact that it could’ve reached this conclusion sooner had it instructed a surveyor earlier in the process.

When Miss O brought her complaint to our service, esure offered a further £50 compensation in recognition of the avoidable delay and inconvenience caused. But it maintained its decision to decline the claim for the same reasons it had given Miss O.

Our investigator didn’t think esure needed to do any more. He said the evidence supported esure’s decision to decline, which was that the crack was more likely to be caused by fatigue. Our investigator explained that wear and tear wasn’t covered under the policy. And while our investigator agreed that esure could’ve done more sooner, he thought the compensation offered was fair and reasonable. Therefore our investigator didn’t uphold Miss O’s complaint.

Miss O didn’t agree and she asked for an ombudsman’s decision. She said the focus had been on her declined claim rather than the overall experience. Miss O asked for

consideration of:

- how she was treated given esure's obligations as a regulated business and the Consumer Duty;
- how its treatment of her prevented her from making two further claims;
- esure's change of decision regarding her claim based on the cost of taps;
- time spent finding a tradesperson to quote;
- the effect on her and her family for the month she didn't have use of her bath;
- the surveyor's behaviour;
- esure's behaviour and refusal to escalate her complaint, and
- esure's failure to send a surveyor from the start.

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 Miss O's complaint for broadly the same reasons as our investigator set out.

Miss O provided a lot of information and I want to reassure her, and esure, that I've considered everything relevant to her complaint. However, I won't comment on everything that's been said or submitted, and our rules don't require me to. Instead, I've considered Miss O's complaint as a whole and I've focused on the key points she raised in response to our investigator's view.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. Miss O has specifically mentioned the consumer duty. The relevant rules and industry guidelines say a business should provide support and help with understanding, and enable customers to pursue their financial objectives. I've considered these rules, relevant law and industry best practice, amongst other things, in reaching my decision.

Claim

While Miss O said her bath was damaged accidentally, whereas esure's surveyor reported that the main cause of the damage was wear and tear. I've looked at the photos and considered Miss O's description of how the damage happened. I have no reason to doubt that a mirror was accidentally dropped into the bath, or that the crack appeared soon after. However, the report and corresponding photos of the bath clearly show wear and tear underneath the bath and directly around the cracked area. The policy sets out the detail of the contract between Miss O and esure, and I've noted that it excludes cover for wear and tear. In the absence of any contradictory evidence to suggest that the damage was caused solely by the accident, I'm satisfied that esure reasonably declined the claim under the policy exclusion for wear and tear.

Miss O asked whether she would be reimbursed if she got an independent report on the cause of damage. Unless esure first tells her it is willing to pay, I think it's unlikely.

Change of decision

Miss O said esure treated her unfairly by sending someone to repair the bath, then asking her to find her own plumber, and then declining the claim. esure said it followed the correct procedure, although it agreed it could've sent the surveyor sooner.

Before a claim is accepted, esure would need to satisfy itself that it is one covered under the policy, and the options available to it include repair. So I don't think it was wrong of esure to send someone to check whether the bath could be repaired.

esure gave Miss O the option of finding her own plumber because it might be quicker. But it was an option and not one Miss O had to choose. Nevertheless, I can see why she would've wanted the bath repaired or replaced as soon as possible and, therefore, why she chose to find her own plumber.

Looking at the evidence, it's clear that esure instructed a surveyor on receipt of the plumber's quote which it considered excessive for the damage described. The quote included replacement taps which it didn't think were warranted. It was at this point that esure decline the claim.

Based on what I've seen, I think esure was validating the claim. It would've been Miss O's responsibility to show that she'd suffered an insured loss, and on receipt of the excessive costs for replacement, followed by the surveyor's report, esure determined that the claim wasn't covered. I don't find that esure made promises to Miss O that her claim was accepted from the outset.

Customer service

Miss O has described in detail how she felt during and after her encounters with esure's agents and the surveyor who visited her home. She says that because of the way esure handled her claim, she decided not to make two further claims that month.

I've thought carefully about what Miss O said and I see that she was distressed by the whole situation. However, on reading her description of events, I haven't identified anything that stands out as a shortfall that might warrant further action. For example, Miss O said the surveyor asked her to stop shouting and, when she asked him why the company was used for surveys, he took that to mean an accusation of discrimination and became upset. Based on this evidence, I think it's more likely than not that there was simply some misunderstanding during a stressful situation.

I understand Miss O didn't make two further claims because of esure's handling of her accidental damage claim. While that may be the case, I don't think there's anything for esure to put right. Ultimately, it was Miss O's choice whether to submit a claim. Therefore, I don't think there's anything for esure to put right here.

Compensation

Miss O said the £100 compensation that esure offered isn't enough in consideration of the time she was without a bath; the failure to escalate her complaint; the time she spent finding a plumber, and the failure to send a surveyor from the start.

esure offered £100 in acknowledgement of the delay sending a surveyor.

The evidence suggests that esure handled the claim appropriately to begin with by looking to repair. But I agree that it could've arranged for a surveyor to visit sooner. Therefore, I'm satisfied that compensation is warranted for this element of complaint.

Complaint handling is not a regulated service. I can only consider complaints about regulated products, so it's not within my remit to decide whether esure ought to have done something differently in respect of escalating Miss O's complaint. I make no finding here.

Miss O would always have been without the use of her bath because of the damage. And if esure had declined her claim sooner, she would've needed, still, to arrange the repair. So I can't say that esure caused significant inconvenience. I've noted that Miss O said she had to use her own money to fund a repair to her second bathroom. As that was not the subject of her claim, I don't find that relevant to my consideration of this complaint. If her second bathroom needed repairing, that was the case anyway, regardless of the damage to her bath.

Further, Miss O would've always needed to spend time looking for a plumber to repair her bath once the claim was declined. Here, it's simply that she spent the time prior to the claim being declined, and she'd chosen to do so in the hope of a swifter fix. This is the nature of claims for insured events and there will always be some unavoidable inconvenience. I see no reason to ask esure to increase its compensation offer.

The final point I'll address is Miss O's reference to the consumer duty. I've considered this, along with the other relevant rules and industry practice when looking at the evidence. This is an overarching principle and runs through the whole claim, so I've considered it as such. If I thought esure hadn't given Miss O the correct information, or it had failed to take into consideration her specific circumstances, for example, I'd need to think about whether that was fair and whether it was adequately supporting her. I've been mindful of the obligations on esure throughout my consideration of Miss O's complaint. I agree that it could've declined her claim sooner and the avoidable delay would've likely caused her distress and inconvenience. So, to put that right, I'd expect esure to offer compensation. Esure initially offered Miss O £50 and, after she brought her complaint to us, it increased that offer to £100. I'm satisfied that's fair and reasonable in the circumstances, and in line with what I would've awarded had esure not already made its offer.

If it hasn't already, esure should pay Miss O £100 compensation in line with its offer.

Overall, I'm satisfied that esure declined Miss O's claim fairly and reasonably, in line with the policy, and offered fair compensation for the shortfalls identified.

My final decision

For the reasons I've given, my final decision is that esure Insurance Limited already made a fair compensation offer to Miss O in recognition of the service shortfalls, so I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 9 June 2025.

Debra Vaughan
Ombudsman