

The complaint

Ms C is unhappy her claim was declined by esure Insurance Limited (“esure”) when she noticed a leak which originated in her bathroom. She thought the service she received was unsatisfactory. Esure were providing a home insurance policy.

What happened

Ms C made a claim when she noticed water leaking through her kitchen ceiling. Ms C said she was told to get the leak fixed by her own plumber and to turn the water of at the mains to avoid further damage. Ms C said she used a hotel for a few nights as she couldn't use her bathroom.

Ms C had the repair works carried out and had a new bathroom fitted.

esure sent a surveyor to review and validate the claim. However, as the works had already been completed he wasn't able to inspect the damage. Instead, he relied on photographs provided. Based on the surveyor's report, esure declined the claim. Although, it accepted there was damage, it said it couldn't validate the damage was caused by an insured event (i.e. something the policy covered). esure didn't think the evidence provided proved that an insured event had caused the damage; it thought it could've been caused by something else.

Ms C said she wants at least 50% of the costs she's incurred reimbursed.

Our investigator decided not to uphold the complaint. He said Ms C hadn't been advised to get the damage repaired. He thought the validation of the claim had been compromised. Esure didn't have the opportunity to assess the damage and identify whether it was caused by an insured event. So, he thought esure were fair to decline the claim. He also didn't see that Ms C had raised the issue of alternative accommodation in her complaint. Ms C disagreed, so the case has been referred to an 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.

esure were providing a home insurance policy, so its responsibility would be to validate any damage and check it was covered by the policy that was in place.

esure aren't responsible for stopping the leak. When Ms C made her claim, she was advised to appoint her own plumber to “*completely fix the leak*”. esure's call notes also record “*we would then send a surveyor, [Ms C] has stopped using the shower to mitigate any further damage, she has a bath she can use but said it may be after Christmas before she can get someone to fix the leak as the plumber she called previously said some building work is required and that isn't something he can do. I told [Ms C] to call us once the leak is fixed but before having any reinstatements carried out and to take photos*”.

I think the call notes do suggest that esure had informed Ms C not to get any of the repair work carried out. Ms C denies this. However, I can see esure followed up the call immediately with an email which outlined similar details (below).

"Thank you for contacting us today regarding your recent water leak. Under your home policy we cover the damage the water has caused to your building, and we also cover any reasonable damage the plumber has caused to find the leak.

We then cover the cost to reinstate the area once the leak has been repaired. Unfortunately, there is no cover for the cost of the plumber to repair the leak; you must pay for this.

Under the trace and access section of your policy the cover is: if the Buildings are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the Home, we will pay for the reasonable cost of removing and replacing any part of the Buildings necessary to find and repair the source of the leak and making good the removed or replaced elements of the Building. We suggest that you take photos of the various stages of the trace and access process and that you keep hold of any invoices relating to this, as these may be required to support your claim.

Once the leak has been fixed, if you intend to proceed with a claim for the damage the water has caused and any trace and access costs, please be aware of the £700.00 excess. BEFORE, any reinstatement work is completed, you will need to contact us on XXXX XXX XXXX, choosing the option for a new claim and fully register the claim".

A further letter was sent by esure to Ms C which stated:

"We will give you a claim reference and be able to send out a surveyor to assess the damage caused by the water. They will only come out once the leak has been traced and repaired, and the full extent of the damage is ready for review.

The Surveyor will inspect the damage, confirm exactly what is covered by your policy, and will provide a scope of how much the repair to your property will cost. Once discussed with you, the surveyor will report back to us and we will issue payment based on this cost, net of the £700.00 excess. It is then up to you to get a local qualified tradesman to complete the repairs".

Ms C says she didn't receive these letters. However, I can see they were sent to her email address. She may not have read them. They could've been received in her spam folder and Ms C may not have noticed them. However, I think it confirms what esure said on the call when Ms C raised her claim, that any damage needed to be validated before any repairs were carried out. Therefore, in having the works completed Ms C has prejudiced her claim as esure hasn't been able to validate it.

esure's surveyor has reviewed some old photographs of the bathroom and has commented on the general condition been poor and possible sealant / grout failure that could've caused damage. The surveyor said there was no conclusive evidence to show an insured event was the cause of the damage. The responsibility is on Ms C to show an insured event did cause the damage.

Ms C has presented a letter written by her plumber that reads *"I attended the property on 22nd February 2024 upon request of Ms C for a breakdown of works to repair damages caused by a leak the client believed was the shower. After investigation we found the water was coming from a damaged shower trap and pipes which subsequently led to water damage of the bathroom floor; lifted/broken tiles, rotted floorboards, ground floor ceiling,*

kitchen walls, electrics, cupboard and hallway flooring. To replace the broken pipes and damaged floorboards we had to remove the white goods in the bathroom which the client stated was only a year or so old. When taking out the shower and tray as it was stuck down broke so a new enclosure had to be provided. The kitchen electrics were damaged within the walls, which were hazardous so a new circuit was run throughout kitchen. An air flow test was performed in the bathroom. A PAT test was performed for the new circuit. All works were provided by [my company] and relevant subcontractors”.

Although, esure hasn't been able to verify the exact cause of the damage, I find its commentary more consistent (than the plumber's) when I look at the photographs that have been provided of Ms C's old bathroom. The plumber's testimony says his client said the bathroom was only a year or so old. However, from looking at the photos it is clear to me the old bathroom was much older than this and was showing signs of wear. The shower enclosure and structure is worn and there appears to be attempted work to repair sealant around the bath, suggesting the shower was in a similar condition.

Whilst, I can't say for certain what the cause of the leak was, I think there is enough doubt for esure to have concluded the insured cause hasn't been proven. As it didn't have the opportunity to inspect the damage to verify what the plumber had said, I think esure has been fair to decline the claim as it hasn't been able to properly validate it.

I've also considered if Ms C had a claim under the trace & access part of her policy. But given the evidence supports that the leak would've been stopped easiest through the kitchen ceiling (rather than accessing through the bathroom), I don't think there is evidence Ms C lost out here as she has a £700 excess on her policy. I think the costs would've been lower than this, so I don't think she has lost out financially.

Finally, I've considered whether the customer service by esure has been satisfactory. Whilst I can't say for certain everything went perfectly, I haven't seen evidence that there were significant errors in the process esure has followed. I think it's most likely difficulties developed as Ms C interpreted "fixing the leak" as having a wider of meaning of also fixing the damage caused. I can see she's written this in one of her statements provided to our service. For these reasons, I don't uphold this complaint.

For completeness, I don't think Ms C did have a claim for alternative accommodation, so I won't be asking esure to refund the hotel costs. Alternative accommodation would only be applicable if there had been a valid claim. I've also noted that in the earlier call note, esure were aware that Ms C was still able to use her bath even though the shower wasn't serviceable. Availability of alternative bathing options would remove the need for alternative accommodation.

My final decision

My final decision is that I don't uphold this complaint. I don't require esure to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 3 June 2025.

Pete Averill
Ombudsman