

## **The complaint**

Mr and Mrs M complain about esure Insurance Limited's (esure) handling of a claim they made on a home insurance policy.

While Mr and Mrs M are joint policyholders and so bring the complaint to our service jointly, the majority of the contact with both esure and our service has been with Mrs M. In my decision, where I refer to Mrs M, it should be taken to include Mr M where relevant.

Similarly, esure has appointed agents and contractors to act on its behalf, so where I refer to esure this should be taken to include its representatives.

## **What happened**

Mr and Mrs M held a home insurance policy with esure. A significant leak at their home when they were abroad caused extensive damage to both the property and their belongings. They made a claim and esure confirmed cover for this. Various suppliers, including a damage management and restoration specialist (who I'll refer to as R) were contracted by esure to progress the claim.-

Mrs M complained to esure, making specific reference to R in this. She was unhappy about their appointment and the quality of their work. She was also unhappy about communication and delays during the claim. esure acknowledged that aspects of the claim could have been handled better and offered £100 compensation.

As she remained dissatisfied, Mrs M referred the complaint to our service. Our investigator thought that esure's offer of compensation didn't recognise the distress caused and so said it should pay an additional £200. esure accepted this, but Mrs M didn't and asked for an ombudsman's decision.

## **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.

Mrs M has made a number of points in her submissions to our service. While I may not address each of these, I have carefully considered everything we've been provided in reaching my decision. One point I should address at the outset is that she's said she doesn't believe the compensation suggested penalises esure for its actions. Our role isn't to punish or sanction businesses, but to provide appropriate redress, including compensation awards, where their actions have caused a detriment to customers.

Having reviewed the information available to me, I think it's fair to say that Mrs M's dissatisfaction falls into two broad categories – the appointment, and actions, of R; and the communication and delays to the claim generally. I'll consider these in turn.

### *The appointment and actions of R*

R were initially appointed to carry out stabilisation works at the property so that repairs could

be made subsequently. Mrs M's indicated her unhappiness with the quality of these, saying that a lack of action prolonged the stabilisation and so further delayed the claim.

I can see that Mrs M was raising concerns about this at an early stage, but I'm also aware that the surveyors and others haven't mentioned any issues with the quality of the stabilisation works or that they were taking too long.

I think it's important to acknowledge there were complexities here due to the level of damage and length of time the leak had gone undetected (for which neither esure nor Mrs M are responsible), and so it's fair to say the stabilisation works were always likely to take some time and require additional resource. I understand Mrs M's desire to move forward with the works as soon as possible, and she doesn't believe R was acting in a timely manner, but I haven't seen any contradicting evidence to say what more R could have done or should have been doing.

I'm not an expert in this field, and I haven't seen any expert evidence from, for example, an engineer or surveyor to suggest the stabilisation works were inadequate or unnecessarily delayed. On that basis I don't think I can conclude R's actions around the stabilisation works weren't up to the required standard.

However, it's clear that esure was aware of Mrs M's concerns about R's actions during the stabilisation works, and of her preference to have a different company carry out restoration work to possessions. She'd identified and told esure about her preferred alternative and said she was prepared to cover any difference in costs between R and that alternative. However, R were subsequently appointed to carry out the restoration work.

It's unclear how or why R were appointed given Mrs M's stated reservations about their further involvement, and she's unhappy that their appointment was essentially presented as, in her words, a "*fait accompli*." I understand why she'd say this but do think she had the opportunity to object to their appointment when she was told R had been appointed. It seems to be accepted she didn't do so.

That means that while I accept Mrs M would have been disappointed by R's appointment, and the communication on that point could have been clearer, I don't think it's fair to say she didn't accept this or have the opportunity to reject R's appointment.

Mrs R was also unhappy about two particular elements of R's service after this. She said that items which were returned to her hadn't been properly cleaned, and that the process of completing and agreeing the beyond economic repair (BER) list of possessions took an unnecessarily long time, with items missing and incomplete lists being provided.

It seems to be accepted that after receiving items from R, Mrs M told them they hadn't been properly cleaned. The items were recovered and further restoration and work carried out by R. I accept this caused additional inconvenience and frustration for Mrs M.

With regards to the BER lists, I also accept Mrs M's point that the lists went through a number of amendments and alteration but I think it's fair to say that given the extent of the damage and number of items which needed either restoration or replacement, the completion of the lists was likely to take some time, and that amendments to the lists would be required as restoration of items was attempted and either successful or unsuccessful. However, I do think the correspondence around the lists could have been clearer, with better explanation of R's conclusions and actions to progress either restoration or replacement of items. Mrs M was rightly in regular contact to query and amend the lists being provided, in order to progress the claim.

The BER lists and restoration of possessions was a particular theme of the correspondence with R, and her frustration with the process was, and is, evident. However, the nature of a claim such as this is that inconvenience, distress and frustration is almost inevitable due to the upset caused by the damage and needing to have regular, detailed contact with esure, R and others. I do think some additional frustration and inconvenience has been caused to Mrs M by the number of revisions and changes to the lists, which have lacked clarity or explanation. However, I do think this is mitigated by the complexity of the claim and number of items involved, and I accept that some revision and discussion of the lists was always going to be necessary.

### *Communication and delays*

It's fair to say that the communication with Mrs M by esure and its representatives could have been better. I'm satisfied there were occasions where Mrs M was in contact unnecessarily as there was a lack of obvious progress or updates on the claim. It seems that matters were progressing but by not updating her, Mrs M would have had the reasonable impression that esure wasn't treating the claim with the urgency it needed. She also needed to chase esure and its various representatives for updates, causing her unnecessary inconvenience.

### **Putting things right**

As I've outlined above, there were a number of occasions where the handling of the claim by esure (and its representatives) wasn't up to the required standard. These include:

- Poor communication.
- The appointment of R against Mrs M's stated wishes.
- The number of amendments and alterations to BER lists.
- Items being returned without proper cleaning or restoration.

Esure offered £100 compensation to reflect the failings during the claim. Our investigator thought that a total of £300 would more properly recognise the impact on Mr and Mrs M, so esure should pay an additional £200 compensation.

I think the issues identified can be summarised as repeated errors, each causing additional distress and inconvenience to Mr and Mrs M. They had to make additional phone calls and send emails in order to establish what was happening, arrange the return of items and go over a number of BER lists which differed from version to version with limited explanation or clarity. I'm conscious that a significant amount of the distress and inconvenience caused to Mr and Mrs M was unavoidable – the nature of the claim and complexity of certain matters were outside of esure's control. However, I don't think the £100 offered to date properly recognises the impact of esure's failings, and that £300 in total more adequately compensates Mr and Mrs M for the nature of esure's errors and the impact of these.

I conclude that it's reasonable to require esure to pay an additional £200 compensation to Mr and Mrs M, making £300 in total.

### **My final decision**

I uphold Mr and Mrs M's complaint in part. In order to put things right, esure Insurance Limited must pay an additional £200 compensation to them. It must pay this amount within 28 days of us telling it Mr and Mrs M accept this decision. If it doesn't, it must pay simple interest at a rate of 8% on this amount from that date to the date of final settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to

accept or reject my decision before 27 August 2025.

Ben Williams  
**Ombudsman**