

## **The complaint**

Mr A complains about how esure Insurance Limited ('esure') handled a storm claim he made under his home insurance policy.

## **What happened**

The following is intended as a summary of key events only, as the background to this complaint is well known to both parties.

Mr A held a home insurance policy with esure and he contacted them to make a claim for storm damage to his roof in February 2022. The claim was declined on the basis that esure believed the damage had been caused by wear and tear, and poor workmanship. Mr A thought this was unfair and raised a complaint, which was ultimately referred to this Service. An Ombudsman looked at what had happened and said that esure needed to instruct an independent surveyor, selected by Mr A, to provide a report on the cause of the damage to Mr A's roof. And they said if the report indicated that damage was caused by storm, esure should settle the claim.

Following that decision, esure instructed a company, who I'll refer to as "AC" in this decision, to undertake an inspection of the roof. Mr A says this report confirmed the damage sustained to his roof was due to a storm. Mr A says esure agreed to cash settle the claim and a single joint expert was instructed in July 2024, who I'll refer to as "CW" in this decision. CW's report outlined what they felt was needed to repair the property and also highlighted that Mr A had carried out a number of remedial works himself.

Three tenders for the cost of the roof repairs were submitted and esure raised a payment in September 2024. However, Mr A maintained this was not enough for him to instruct his preferred builders and he also outlined that esure hadn't raised payment for the remaining internal repairs. He said he had been prevented from renting out his property as a result of esure's initial decline of his claim and said he had incurred a number of financial losses during the time it had taken for esure to accept cover under the policy.

Unhappy with these issues – Mr A raised a new complaint, which esure responded to and said alternative accommodation hadn't been paid as they considered the property to be habitable. But they said they would consider alternative accommodation while the roof repairs were being completed. Mr A remained unhappy with esure's response, so he brought the complaint to this Service.

I issued a provisional decision in May 2025 in which I said:

*"I should explain from the start that I won't be repeating the entirety of the complaint history here in my decision or commenting on every point raised. Instead, I've focussed on what I consider to be the key points that I need to think about in order to reach a fair and reasonable conclusion. This reflects the informal nature of this Service and our key function; to resolve disputes quickly, and with minimum formality. However, I want to assure both parties I've read and considered everything provided."*

*I also need to explain what period I will be considering as part of my decision. Mr A has previously brought a complaint to this Service about esure's original decision to decline cover. That complaint was considered by an Ombudsman who directed esure to instruct an independent surveyor selected by Mr A to provide a report as to the cause of the damage to Mr A's roof. And they said if the report indicated that damage was caused by storm, esure should tell Mr A how to settle the claim.*

*I won't be revisiting any points that previous decision covered and instead I will be considering the main points Mr A has raised as part of his new complaint – which relate to a loss of rent, payment of alternative accommodation, repairs needed to return his property to its pre-damaged state, as well as financial losses incurred. I've referred to each of these points in turn below as part of my findings, for ease of reference.*

### Loss of rent

*Mr A says that prior to the storm, his intention was to rent his property out. He explained that three estate agents had provided market appraisals, including one from September 2021 which outlined that he would be able to charge around £3,575 per month. And as he had been unable to do this, he'd suffered a loss of £128,700. Mr A also explained that a local family wanted to sign a tenancy agreement for 18-months at £3,250 per month but he was forced to withdraw from this agreement which he says had guaranteed him £58,500 rent.*

*I should start by explaining that I haven't been provided with any evidence of the agreement Mr A says he had with a local family to rent the property out for 18-months, so I'm not satisfied that this is a loss I can make an award for. Additionally, having considered all the available evidence, I note some discrepancy around this. Mr A originally explained that the property had been "purchased and fully refurbished with the sole purpose of functioning as a luxury long-term rental." However, esure explained they had been providing cover for the property since October 2014 on the basis that it was Mr A's main residence. And it wasn't until September 2021 that Mr A appears to have first approached estate agents to seek opinions on the likely rental yield of the property.*

*So, on balance, I'm not persuaded that Mr A can demonstrate he had anything more than an intention to rent out the property. There is no evidence of the property being rented out previously in which to demonstrate a loss of rent. And nor is there any substantial evidence which shows Mr A was in the process of renting out the property beyond asking for information. Therefore, I'm not going to make an award for loss of rent.*

### Alternative accommodation

*Mr A also wants to claim for alternative accommodation costs. The reason esure did not pay for these costs under the policy is that they considered the property to be habitable as they felt Mr A still had all his facilities such as cooking, heating, washing, and there were no health and safety concerns to note. Mr A disagreed – he said the ingress of water caused his property to be uninhabitable and that he had no cooking facilities. He also explained that esure advised him to empty his property of furniture and protect the carpets, which he did.*

*I should start by highlighting that esure deny ever having advised Mr A to do this – and I've also not been provided with any evidence to demonstrate esure instructed him to do this. So, I'm not persuaded, on the available evidence, that esure rendered*

*Mr A homeless or did anything that led Mr A's property to be uninhabitable in the way explained above.*

*I have also considered the main evidence Mr A has relied on here, which is the report from CW which commented that the property was uninhabitable. I do appreciate the weight Mr A has placed on this report, but I also have to consider my remit in respect of DISP 3.6.1R – which is to determine a complaint by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case.*

*While the report does use the term “uninhabitable” - I'm not ultimately persuaded this is consistent with the other evidence available in this complaint. I note the CW report states that its findings were based on visual inspections and information provided by directly by Mr A, as much of the internal work had already been completed prior to their visit. Additionally, this report doesn't establish another main point Mr A raised previously in respect of water ingress causing damp and mould issues which he says affected his breathing and asthma.*

*The CW report was undertaken in July 2024, but the photos within it don't confirm the state of the property previously, nor is there any evidence (in the form of reports or photos) which confirms damp or mould in the property. I'm also mindful that Mr A says he carried out some £33,000 worth of internal works himself – but there is no confirmation as to exactly what these works were or what the state of the property was in prior to these works being carried out. I note the photos provided but these are undated and do not provide any context as to the state of the property prior to them being undertaken.*

*Therefore, and on the balance of probabilities, I'm not persuaded that Mr A can demonstrate his property was uninhabitable in order for esure to have provided alternative accommodation costs under the policy. It follows that I don't intend to make an award here.*

*I can however see that esure has confirmed that it would be reasonable to provide alternative accommodation for the duration of the repairs to Mr A's roof when these are undertaken, considering that the entire roof will be replaced, as this is likely to cause disruption and pose a potentially unsafe environment. I find this to be generally fair and I will outline my findings on this later in my decision.*

*In respect of awarding a disturbance allowance, this is something that insurers can pay towards evidenced costs incurred. But as I can't see that Mr A has provided any evidence of any additional costs he says he's paid – I'm not going to make such an award here.*

#### *Outstanding repairs*

*Mr A says that the report from CW outlines there is some £92,004 worth of works needed in order to return his property to its pre-damaged state. He also refers to £20,000 of 'hidden' defects. The outstanding repairs are essentially split into two main areas: the external roof, and the internal water damage. I'll refer to each in turn.*  
*External repairs*

*In respect of the roof repairs, I can see that the CW estimate outlined costs of £28,500 (exclusive of VAT) and highlights that the fees were subject to a “competitively sought tender process”. Following that report, three tenders were submitted to replace and repair the roof. Two obtained by CW included VAT, and one from Mr A directly which esure said was unclear as to the VAT position. A cash*

settlement of £28,464.81 was raised in September 2024 which esure said was based on the mid-price tender obtained by CW of £23,615 (excluding VAT), as well as 8% interest of £4,849.81.

*I note that Mr A has said this sum does not allow him to use his preferred contractor to complete the works. But I consider that esure have acted fairly here by raising payment in order for roof works to be completed. Additionally, the total sum they raised is very close to the total price Mr A's preferred contractor quoted, so I don't consider it unreasonable for Mr A to pay the small difference if he chooses to use his preferred contractor. It follows that I don't intend to ask esure to raise a further payment for the roof repairs. In respect of Mr A's estimated £20,00 for hidden defects – I've not seen any evidence which outlines this figure or provides any breakdown of why Mr A feels this sum would be appropriate. So, I don't intend to make a direction for esure to pay this sum.*

#### *Internal repairs*

*When removing the cost of the roof repairs, Mr A has said CW's report outlines there are some £77,256.69 worth of internal repairs needed in order to restore his property. I've considered this report very carefully, and I know Mr A has said that it would be fair for esure to pay the costs outlined in CW's report, but I'm not satisfied this would be fair or reasonable.*

*The report states that the estimated fees are subject to a tender process. I appreciate Mr A says he sought specialist contractor quotations, and they showed that CW's estimated costs are an undervaluation of works required. But I have not been provided with copies of these tenders which Mr A refers to, so I have no way to consider whether the report in itself is a definitive measure of any losses Mr A is claiming as there is no basis of comparison.*

*Additionally, the report clearly outlines that it is based in part on information provided by directly by Mr A and says he has already completed some of the works. This indicates to me that those already completed works would need to be compared against the report to consider whether they were reasonably incurred. And I think this is supported by esure's request to quantify the internal damage separately. I find this approach to be generally fair and this means I can't reasonably conclude that esure should simply pay what the CW report outlines.*

*I appreciate Mr A has said he carried out remediation works himself estimated at around £33,604.50. But I haven't seen any breakdown of these costs or evidence this sum has been incurred. Additionally, as I explained previously, photos of renovations can't be evidenced as to when they were taken. As such, I find that esure have acted fairly by not paying CW's estimated costs as a cash in lieu payment to Mr A, and they will need to be able to quantify the internal works with Mr A before any payment is released.*

#### Financial losses

*One of Mr A's main complaint points is in relation to his financial losses. I've considered these carefully, but I have to highlight here that I haven't been provided with any substantive evidence of these losses in the form of invoices, receipts, cash withdrawals, etc. The main losses Mr A outlines are:*

- Council Tax at a cost of £10,000.
- Paying his mother with a cash allowance of approximately £650/month.
- Remediation works estimated at £33,604.50.

*In relation to council tax, this is something Mr A always would have needed to pay. And I note his policy does not provide cover for it, even in the event that alternative accommodation is covered. So, I'm not going to direct esure to reimburse him for this.*

*In relation to Mr A's costs he says he's incurred while living with his mother – as well as the remediation works estimated at £33,604.50, Mr A is required to evidence his losses. I don't consider he has done so here as I can't see that a full breakdown has been provided. This means it wouldn't be fair or reasonable for me to ask esure to pay these costs.*

#### Ancillary matters

*Overall, I find that the majority of losses Mr A has claimed for are not a direct, unavoidable result of the claim event and I don't see a clear link between the losses Mr A is claiming for and the initial decline of the storm damaged roof.*

*And while I acknowledge esure is required to repair any damage that falls under cover of the policy, it's a fundamental principle of law that a claimant must take reasonable steps to mitigate their losses. I know Mr A is aware of this given his comments that he removed the furniture from the property and covered his carpets. But the initial repairs for the roof were estimated around £12,000, and while I do recognise that esure could have provided cover sooner – Mr A has now submitted extensive repair costs which I think are disproportionate to the initial claim value.*

*I say this because while Mr A has explained he completed remediation works post-storm to avoid a full property 'back to brick' remediation; I don't consider that Mr A has reasonably justified or explained these actions in full. For example, Mr A says he paid some £33,000 for internal repairs where he stripped back and replastered the internal walls.*

*But this sum is roughly in line with what it would have cost to repair the roof. And Mr A now says these internal works need to be re-done as there has been further water ingress. But I can't see a reasonable explanation as to why Mr A didn't fix the roof of the property instead (or at least complete temporary repairs) and stop any further water ingress.*

*Additionally, I appreciate Mr A has asked this Service to specifically make a finding on how long esure should pay for alternative accommodation costs – but my role is to make a decision on specific complaints, and not to act as a claim's handler. That means it's not my role to tell esure how it must settle a future claim. But in respect of remaining external repairs, I can see esure have outlined they would provide alternative accommodation for the duration of the roof replacement to Mr A's property. Provided this is done in line with the policy's terms – I generally find this to be a fair approach.*

#### Claim handling

*In respect of Mr A's specific complaint points here, when taking everything into account I'm satisfied esure can justify their decisions in raising payment in the way they have.*

*That being said, I can see the Investigator previously outlined that they felt esure's service had led to avoidable delays in accepting and progressing the claim. And he thought Mr A had contacted esure more than he'd usually see in a claim like this.*

*I've therefore considered the complaint history to decide whether esure's claim handling fell short. Having done so, I can see there were times that esure could have done more to progress things. But I also recognise there were periods in which Mr A doesn't appear to have been progressing things either. I haven't detailed everything here, as I recognise that both parties will be aware of the history of this claim and subsequent complaint. But I think a notable example includes a delay in which esure didn't have any contact from Mr A between April 2022 and November 2022.*

*Additionally, while I do recognise that Mr A (understandably) was very invested in his claim and submitted detailed and extensive submissions to esure – I think this also slowed the process down at times and meant esure weren't able to move things along as quickly as they would have otherwise been able to.*

*Overall, I think an award of compensation to account for any delays or failures on esure's part generally is fair here. It's important to note that a compensation award isn't intended to fine or punish a business, it's to recognise the impact a business' actions have had on their customer in a particular complaint. This Service's approach to compensation awards requires me to think about what amount would be fair – and having done so, I think an award of £500 is reasonable here.*

*I appreciate this may not be the level of compensation Mr A might have hoped for, and it may not ultimately change matters for him, given his larger concerns over the claim itself. But I consider it to be in line with the level of compensation appropriate to these issues, and I'm satisfied this produces a fair and reasonable outcome in this particular complaint."*

I concluded that I was intending to uphold the complaint in part and that Mr A would need to demonstrate the remaining internal items needed to be repaired and esure would need to consider these when finalising the internal damage claim in order to conclude. I also thought esure should pay £500 compensation.

Both Mr A and esure replied to my provisional decision: esure said they were generally supportive of the findings I had made, except that they disagreed they should pay £500 compensation as they said Mr A had caused delays himself. Mr A provided a detailed response alongside further documentation. In summary his main points were:

- My findings left him in a worse financial position than esure's offer.
- I had disregarded important facts from a CPR Part 35 report.
- It wasn't fair or reasonable for esure not to pay loss of rent.
- He was directed by esure to remove all his household furniture and lay carpet protectors which essentially rendered his property uninhabitable.
- The previous loss adjuster's reports didn't say his property was habitable.
- The property was uninhabitable as there are no cooking facilities and he'd been living with his mother in her property which has no central heating or cooking facilities.
- He expected a disturbance allowance for him and his mother of £15 per day.
- It was unfair for him to use his interest award towards the cost of roof repairs.
- Building materials and costs had increased since CW's report, which meant esure's payment would need to be increased – so, esure should pay a compromised reduced payment of £80,236.94 for internal repairs.
- esure should pay a sum of money to account for hidden defects.

- He didn't undertake roof repairs as the storm damage hadn't been confirmed until April 2024.
- He asked for a direction on how long esure should pay alternative accommodation.
- There had never been a period of time he wasn't in direct communication with esure.

As both parties have now responded to my findings, I will set out my final decision below.

### **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 have reached the same outcome I did in my provisional findings. I'll explain why.

Mr A's submissions, both before and after I reached an initial opinion on the complaint, are detailed and lengthy. While they have been helpful in me understanding this complaint and I thank Mr A for them, both parties are aware of these and I do not intend to repeat their detail here again, especially as I have included my provisional findings above. Essentially though, Mr A's complaint focusses on five points:

- Loss of rent
- Alternative accommodation
- Outstanding repairs
- Financial losses
- Claim handling

Mr A has helpfully provided his reply in the same format my provisional decision adopted. So, for ease of reference, I will refer to each point in turn below, including Mr A's replies to my initial conclusions.

#### Loss of rent

In my provisional findings, I said I wasn't satisfied Mr A could demonstrate he intended to rent the property out. In response, Mr A said a few estate agents had conducted market rental appraisals prior to September 2021, but he felt it was only appropriate to submit the appraisal just prior to the storm as an accurate guide to a loss of rent.

However, while I acknowledge and understand Mr's A's comments, he hasn't provided any of these other market rent appraisals for me to consider. And I haven't been provided with anything material to show an agreement to rent the property to a local family for 18-months. I'm also mindful of my previous conclusions in which I said the cover esure provided was on the basis that it was Mr A's main residence and not being used for business purposes. I can see the schedule from 2021/22 Mr A provided says the property is occupied solely by Mr A and members of his family. While I do appreciate Mr A's strength of feeling on this point, on balance, I'm not persuaded Mr A has sufficiently demonstrated he's suffered a loss of rent.

#### Alternative accommodation

I've taken on board Mr A's updated submissions on this point and considered the emails he has provided again. I note he highlights that his motivations in removing his furniture was to mitigate against further damage, in line with the policy terms. But I haven't seen anything in which esure explicitly told him to remove his furniture. And while I can see the email from

esure's solicitor acknowledges this point, I think this demonstrates they recognised Mr A removed these items – not that esure directed him to do this. I've therefore reached the same conclusion that I did previously in that I haven't seen anything to demonstrate esure caused Mr A's property to be uninhabitable.

I've also considered Mr A's comments regarding the CW report. But I'm still not persuaded it's consistent with the other evidence available in this complaint to show the property was uninhabitable. I understand how strongly Mr A feels about this point and that he considers I have disregarded a CPR Part 35 report. I assure Mr A I have not disregarded the report. But I have to weigh it as a piece of evidence in line with the rest of the information provided, in line with my duty under DISP 3.6.1. And ultimately, I said I didn't think the report supported Mr A's position that his home was uninhabitable in the way he described.

While Mr A points out that other loss adjuster's reports undertaken prior to the CW report did not state his home was fit for habitation, I understand that the previous reports did not comment on the internals of the property and focused on the roof damage. And this was in part because esure said Mr A didn't allow them access to review the internal elements of the claim. So, I wouldn't expect those reports to make a specific finding on whether the property was habitable or not.

And as I said previously, the CW report was undertaken in July 2024, but the photos within it don't confirm the state of the property previously, and there are several references to the findings within it being based on information Mr A provided himself. Additionally, the report confirms Mr A undertook remedial works himself prior to CW's inspection – so I can't fairly conclude that the report shows the previous condition of the property.

I note the CW report states that there may be damp and mould in the loft due to water ingress, but the report didn't make a specific finding on this as they were unable to inspect this area *"due to no access being granted by the property owner"*. Additionally, while Mr A has said his replaced ovens failed again due to further water ingress, the evidence he has supplied doesn't state this is due to water ingress.

I do sincerely appreciate Mr A's detailed submissions on these points, and I want to assure him that no discourtesy was intended as a result of my findings. However, I remain mindful that the CW report is clear that the majority of the information provided within it is based on Mr A's own submissions. And the photos Mr A relies on are his own, and haven't been fully validated as to when they were taken.

Ultimately, by his own submissions, Mr A sealed the roof void in late 2023 and installed new ovens he had purchased, as well as carrying out remedial works. And the photos taken within the CW report show that the walls and ceilings had been repaired, in contrast to the earlier photos provided by Mr A. So, in the context of the complaint as a whole, I don't think the CW report demonstrates that the property was uninhabitable at the time it was undertaken.

#### Outstanding repairs

Mr A says that the report from CW outlines there are £92,004 worth of works required to order to return his property to its pre-damaged state. He also refers to £20,000 of 'hidden' defects. The outstanding repairs are essentially split into two main areas: the external roof, and the internal water damage.

- External repairs



Mr A has said the actual cost of roof replacement quoted in CW's tender budget analysis is £37,620 inclusive of VAT and not £28,500 as I outlined in my provisional findings. He says this means the payment esure raised leaves him under-indemnified to carry out roofing works. I've reviewed all the available evidence again and I can see that CW's report states, at 1.1.1, that to *"strip existing roof, install new breathable membrane, timber battens, concrete tile covering, dry fix ridge system and guttering"* would be estimated at £28,500. I also noted that this was subject to a *"competitively sought tender process"*. I haven't seen the figure Mr A quotes of £37,620 inclusive of VAT anywhere in CW's report or in any of the tenders CW provided following their report, which were:

- Roofer 1 - £17,520 inc VAT.
- Roofer 2 - £28,338 inc VAT.
- Roofer 3 - £28,750 – VAT position unclear – (the quote provided by Mr A).

A cash settlement of £28,464.81 was raised in September 2024 which esure said was based on the mid-price tender from Roofer 2 of £23,615 (excluding VAT), as well as 8% interest of £4,849.81. I don't think that esure have acted unfairly by raising payment for the mid-price tender, as advised by their solicitors, as this allows Mr A to get works started. And I haven't seen any evidence to show the roofing works are going to cost £37,620 - so I don't agree that paying the mid-price tender means Mr A has been under-indemnified.

I do appreciate Mr A disagrees with my comments that the 8% interest he was paid could be used to cover the cost of the repairs to his roof if he wanted to use his preferred builder. He's explained that the amount esure raised (minus the 8% interest) isn't enough for him to have works undertaken, so he rejected it. But my suggestion of using the VAT element of the payment was in respect of Mr A wanting to use the higher priced roofer of his choice, not to "top up" the payment made by esure. And given Mr A would be refunded any VAT paid once works were commenced, I think this would result in him being refunded any additional money paid up front.

Ultimately however, I find that esure have raised a payment that would allow Mr A to have works started. And as I haven't seen any evidence they have under-indemnified him, I don't think they've acted unfairly here in raising payment in the way they did.

#### - Internal repairs

When removing the cost of the roof repairs, Mr A says CW's report outlines there were some £77,256.69 worth of internal repairs required in order to restore his property. Mr A has said esure should pay a sum of £80,236.94 to cover these works as the CW report has under-estimated them. Mr A has said he has evidence which shows CW's estimated budget is around £17,000 lower than what it would cost him to have the works completed.

As I explained in my provisional findings, esure will need to be able to quantify the internal works with Mr A before any payment is released. But in general, I agree esure would need to consider any change in costs when finalising the claim for outstanding works if these prove to be higher or lower than the CW estimate. Mr A has provided a range of costs he says he needs to be indemnified. But I am not a claim handler and it's not my role to decide what evidence esure needs to validate a claim – as long as they do this fairly. So, Mr A will need to provide the information esure has requested so they can consider the claim and raise payment.

In respect of the works already completed, I explained in my provisional findings that esure and Mr A would need to consider these further and compare them against the costs estimate. The CW report also stated: *"We recommend obtaining receipts for the works that have already been completed to get an accurate record of the costs spend to date as the above costs are just estimate budget costs"*. However, while Mr A has provided bank

statements of payments made which he says were for the works, he hasn't provided details or receipts of those works. But as Mr A agrees that these incurred costs can be validated and paid at a later date - I won't make a finding on this here.

- Hidden defects

Mr A thinks esure should pay £20,000 to cover hidden costs because he says there is evidence that additional issues will surface once remediation works are started. But I don't think it would be fair or reasonable for me to direct esure to pay this sum. That's because esure is not required to pay an amount to cover potential losses. Mr A's insurance policy, like all insurance policies, covers Mr A's actual losses incurred as a result of an insured event. So, I don't find it unreasonable for esure to require Mr A to provide evidence to support his losses. And I think this is supported by CW's report which says specialist surveys are recommended to identify any "*potential hidden defects*". If Mr A does later discover further losses through surveyor reports, he's free to refer this back to esure for consideration.

### Financial losses

Mr A says he incurred additional costs as a result of not living in his property. As I said in my provisional findings, I didn't think Mr A had provided any breakdowns or receipt of these costs, so I didn't think it would be fair for esure to pay them. Mr A has said that I should be considering these losses in the context of a disturbance allowance. He highlights that this Service's approach is that in the absence of specific evidenced losses, we usually say it's reasonable to pay the industry standard as a disturbance allowance. Mr A says he and his mother should be paid £15 per day each for the duration of the claim.

Mr A's testimony is that his mother was living with him at his property, and they were rendered homeless as a result of the storm damage. And he also states he and his mother won't have anywhere to live while the ongoing remediation works are completed. But he also previously says he moved in with his mother to her house when he couldn't live in his own property. And he said he'd been contributing towards her council tax bills, electricity bills, water bills and weekly shopping budget by providing her with a cash allowance.

While I note Mr A's comments, I've found his testimony inconsistent in this regard. I think it's most likely Mr A moved into his mother's house. However, I've not seen anything to support that Mr A's expenses were more than they were from living in his property. And as I said above, I don't think Mr A has provided enough to support that his own property was uninhabitable. I've also considered Mr A's comment that he feels disturbance allowance should be paid to his mother, as his policy schedule notes that two people live at the property. But I don't think I can fairly ask esure to pay any costs to Mr A's mother, given I haven't seen any evidence she was living at the property.

Additionally, Mr A has requested I make a finding to direct esure in how they should handle alternative accommodation going forwards. As I explained previously, my role is not to act as a claim handler, so I won't be directing esure on how to deal with future events. If Mr A disagrees with how esure handle things going forwards, he is free to raise a new complaint should he choose to do so.

I understand esure hasn't raised a payment for alternative accommodation yet – and this appears to be due to Mr A not starting the repair works to his roof, given the disagreement over the settlement amount. But as this hasn't been finalised yet, I wouldn't be able to make a finding on it here in my decision.

### Claim handling

In my provisional findings, I said that there was a period between April 2022 and November 2022 in which esure said they didn't have contact from Mr A. Mr A has now provided copies of emails he says he sent to esure, dated April, May, and June 2022, respectively, and says there has never been a period of time where he wasn't in direct communication with esure.

My previous findings were intended as an example of the claim history and were based on the contact notes provided by esure. I've looked at the emails Mr A provided between April to June 2022, and I can see the emails provided are cropped, so I can't see the full content of them. But I can see the email from April 2022 was sent to Sedgwick directly, and the other emails appear to be in relation to another ongoing claim for a broken banister Mr A had raised. I can understand that it may be that emails crossed over between issues or had overlapping points, so Mr A may have felt his emails were moving things along. However, having reviewed the claim history once again, I'm satisfied that there are periods in which progress wasn't being made by Mr A.

I sincerely take on board Mr A's frustrations around the protected nature of this claim and want to make it clear no discourtesy was intended in my previous findings, in which I said Mr A appeared to have delayed matters at times. As an impartial service, we do not act for one party or the other, and I am required to carry out an independent assessment of why there were delays. And, for the reasons I've set out above, I've found that both parties caused delays in the handling of the claim.

Mr A doesn't think the £500 I awarded is fair, especially given the Investigator initially thought esure should pay significantly more. But my provisional findings explain why I awarded what I did and why I think it's fair compensation. I also explained that I wouldn't be considering anything looked at by the previous final decision, so I haven't made a finding on esure's initial decline of the claim here. While I recognise Mr A doesn't agree with the amount I've set out, I don't think esure have handled the claim wholly unreasonably since they accepted the claim, save for some delays. As such, I maintain that my award produces a fair and reasonable outcome here and reflects the demonstrated impact esure's actions had on Mr A.

#### Ancillary matters

Mr A has now explained why he didn't undertake roof repairs initially due to the claim being on hold while he evidenced the damage was due to a storm and covered by the policy. I thank Mr A for his further clarification and I accept that his explanation for not completing these works is reasonable. As I have explained previously, esure will need to consider the internal works completed in order to quantify and refund them.

Mr A has also outlined that his gas central heating boiler failed prematurely due to excessive use in an attempt to continuously dry out the property. He says there was a large increase in his gas and electricity bills post storm and says his gas boiler was replaced in January 2025. I appreciate this will be disappointing for Mr A, but this complaint point was not one that was raised as part of this complaint, so I can't make a finding on it as part of my decision. I sincerely appreciate Mr A's strength of feeling on this point, but he would need to raise a complaint to esure if they have refused to cover these costs in the first instance in order for this Service to consider it.

#### **My final decision**

For the reasons I've given above, my final decision is that I uphold this complaint in part. I direct esure Insurance Limited to:

- Pay £500 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 14 July 2025.

Stephen Howard  
**Ombudsman**