

The complaint

Mr R is unhappy with the scope of works esure Insurance Limited (“esure”) agreed to cover under his home insurance policy when it reviewed the damage at his property. Mr R was represented during this complaint, but for ease and simplicity, I’ll only refer to Mr R.

What happened

Mr R made a claim to esure when he discovered water pouring through his kitchen ceiling. An emergency plumber stopped the leak which was found to be from pipework in the loft of the property.

Mr R said *“the loft boards and rockwool loft insulation were saturated, plus water had leaked from downlights in the first-floor ensuite bathroom. There was also water staining to the bedroom ceiling, the bedroom carpet was wet, plus there was visible water damage to the living room next to the kitchen. The majority of leaking water that was visible was to the kitchen ceiling, where several buckets had caught a large volume of water flowing from the ceiling”*.

esure appointed a surveyor to review and validate the claim. esure agreed to cover a large chunk of the damage, but the parties disagreed on the full scope of work. Mr R felt esure had overlooked damage to an internal stud wall which divided the bathroom and ensuite.

Mr R had an independent assessment carried out, which he believes was more comprehensive and showed it was likely there was damage within the stud wall. Esure reviewed these findings but disagreed with the assessment.

Mr R wants the scope of works to include the stud wall.

Our investigator decided not to uphold the complaint. She didn’t think there was evidence of trapped moisture in the stud wall. Mr R disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on this on 10 June 2025. I said:

esure agreed to cover large parts of the claim, so the focus of my decision is whether I think esure has been fair in its assessment of the stud wall between the bathroom and ensuite. esure concluded there wasn’t damage to this, whereas Mr R believes he has evidenced there was damage.

As it’s the policyholder’s responsibility to prove there is damage, I’ve reviewed what Mr R has done to show there is damage within the stud wall.

I’ve looked to see what Mr R’s commissioned specialist said about the leak. He said *“an inspection hole was drilled through loft timbers to enable endoscope inspection of the partition wall void dividing the 1st floor family bathroom and the master bedroom ensuite*.

The void is filled with insulation and the insulation is visibly wet, which is the probable cause of the mould growth. We inserted a probe clear the insulation to a depth of approx. 0.6m and it is clear there is moisture trapped in the void”.

The expert said “the walls of the 1st floor family bathroom and the master bedroom ensuite are fully tiled, therefore we recommend at least 1 of these tiled walls is opened up to remove the wet insulation. There is likely to be mould present on the plasterboard, so one side at least may need replacing. The opposite side may be able to be treated, but this will need to be inspected once the area is stripped and fully visible”.

esure said “the report provided by Mr R’s loss adjustor following our previous complaint response in March 2024, was reviewed and it doesn’t evidence the damage to the stud wall is a result of the escape of water claim”.

However, I’ve compared the investigations done by both esure’s expert and Mr R’s own and I find that Mr R’s expert has done a more detailed examination of the damage. Mr R’s expert said *“an inspection hole was drilled [by his expert] through loft timbers to enable endoscope inspection of the partition wall void dividing the 1st floor family bathroom and the master bedroom ensuite”.*

Whilst I can see esure appointed more than one expert, I can’t see that these experts did more than a surface inspection of what was presented. As Mr R’s expert inspected inside the void and found wet insulation, I think it has proved there was damage. It’s also provided damp readings that support its findings. I appreciate esure said it hasn’t proved it was the escape of water that caused this damage. However, as its own expert had previously said the condition of the tiles in the bathroom was very good, I think it’s most likely this damage was caused by the original event claimed for. Therefore, I intend to uphold this complaint.

I intend that esure extend its scope of works to include the works recommended by Mr R’s expert. esure will also need to ensure any damage identified during this exercise is repaired in line with the terms and conditions of the policy, along with any repairs from the investigation.

As Mr R has incurred charges from his experts, I would expect esure to cover these costs as it has proven the damage was wider than it reported. Therefore, I intend that esure reimburse the cost of Mr R’s experts, once he has provided receipts (circa £1,075, incl. VAT).

I think esure has dealt with most of the claim in a fair and reasonable way and I don’t think the outstanding issue will have impacted Mr R’s day to day life. However, I think Mr R has been inconvenienced himself having to fully prove the extent of the damage, and he will have been frustrated with the claim not progressing as it could’ve done. Therefore, I intend to award £300 compensation, for distress and inconvenience.

Responses to my provisional decision

Mr R accepted my provisional decision, and he didn’t have anything further to add.

esure didn’t say if it accepted my decision. It didn’t have anything further to add.

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.

Given neither party has provided any new information, I see no reason to change my

provisional decision.

My final decision

My final decision is that I uphold this complaint. I require esure Insurance Limited:

- extend its scope of works to include the works recommended by Mr R's expert. esure will also need to ensure any damage identified during this exercise is repaired in line with the terms and conditions of the policy, along with any repairs from the investigation.
- reimburse the cost of Mr R's experts, once he has provided receipts (circa £1,075, incl. VAT).
- Pay £300 compensation* – for distress and inconvenience.

*esure must pay the compensation within 28 days of the date on which we tell it Mr R accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 23 July 2025.

Pete Averill
Ombudsman