DRN-5682693

The complaint

Mr C complaints esure Insurance Limited didn't settle a claim against his home insurance policy fairly following a burglary.

Mr C is represented. For ease of reading, I will refer to their actions collectively as Mr C's actions. References to esure include the actions of its agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

In early 2023 Mr C's home was burgled, so he made a claim against his home insurance policy. esure ultimately accepted the claim. This complaint is about the value of the claim settlement. esure paid Mr C £13,270. He says he should be paid significantly more. I will address each part of the claim in turn, as well as the customer service esure provided.

<u>Jewellery and watches</u>

At the 2022 policy renewal esure sent Mr C information about the policy. He was asked to check the policy details carefully and ensure his "*household goods, high risk items, personal possessions and specified items are insured for the full replacement cost as new…*".

The schedule made clear the limit for household goods was £39,820 and the limit for high-risk items was £13,270. The policy wording defines high risk items as:

> "*Any of the following items that are at high risk of theft, which are kept in the Home, and consist only of the following:*
>
> - *articles of gold*
> - *silver or other precious metals*
> - *computer equipment*
> - *furs*
> - *jewellery*
> - *mobile phones*
> - *paintings*
> - *stamp, coin, and medal collections*
> - *watches*"

I'm satisfied esure made clear what the limit for high-risk items was, and what high risk items were. The jewellery and watches were determined by esure to be worth about £60,000. Mr C was therefore significantly underinsured.

I don't find esure is responsible for this as it made clear the cover Mr C was purchasing and gave him the opportunity to increase his cover. It follows I'm satisfied it was fair and reasonable for esure to settle this part of the claim by paying Mr C £13,270 as that was the limit of his cover.

Electrical items and designer goods

Mr C claimed for various electrical items and designer goods. esure has declined to pay this part of the claim. This is because:

- These items didn't appear on the Police report, and esure considered some of them, such as Apple products and games consoles, would have been easily identifiable as missing and therefore ought to have been reported to the Police as missing.
- Three items were claimed for, and then withdrawn from the claim, as they belonged to a non-resident of the property; and
- None of the receipts were in Mr C's name, or delivered to his address, so it had no evidence to show they belonged to him or were in the property at the time of the burglary.

Mr C has explained he's not IT savvy and therefore his immediate family will purchase items online, receive them, and hand them to him. It's common for an insurer to want proof of loss, and here, I find esure's concern it is being asked to pay for items Mr C didn't own/have in his possession are fair and reasonable in the circumstances. It follows I'm not requiring esure to change its claim decision on these items.

Cash

Mr C has claimed £3,200 for stolen cash. esure has declined this part of the claim because the Police recorded £2,000 as stolen (and therefore there is a material inconsistency) and Mr C hasn't provided any evidence to support the source of the cash (and therefore there is no proof of loss). I find esure's concern here to be fair and reasonable and so I'm not requiring esure to change its decision on this part of the claim.

Phones

During esure's claim considerations Mr C was asked to provide information about phones he'd claimed for. I understand this information wasn't provided but now maybe provided following some clarification from the Investigator. However, as mobile phones are listed as high-risk items, and the high-risk item limit has been reached, I find it unlikely the provision of further information at this point will lead esure to accept this part of the claim.

Television and bed

Mr C says a television and bed were damaged during the burglary and esure hasn't considered this part of the claim. As the Investigator explained, there doesn't appear to have been a complaint to esure about this part of the claim, and so our Service doesn't have the power to consider it. I understand Mr C has now raised a complaint. If he's dissatisfied with the outcome of that complaint, he can likely refer it to our Service for an independent review.

The customer service

The claim was made in January 2023, Mr C was interviewed in April 2023, information from the Police was received in January 2024 and the settlement was paid in or around August 2024. This claim therefore took a long time. But esure was entitled to consider the claim, the claim wasn't particularly straightforward as can be seen from what I've set out above, and so it was reasonable for it to make relevant enquiries.

The wait for the Police report was considerable, and there was a lot of communication with Mr C over esure's genuine and legitimate concerns about various elements of the claim. All considered, while I find esure more likely than not could have progressed the claim more speedily at times, and kept Mr C better updated, esure has apologised and I find that's fair and reasonable in all the circumstances.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 September 2025.

James Langford
Ombudsman