

## **The complaint**

Mrs W and Mr W complain about esure Insurance Limited (“EIL”) and their refusal to complete further repairs to their underground pipework, which they believe was caused by the work EIL undertook when replacing their septic tank.

Mr W has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, and comments made, by either Mrs W or Mr W as “Mr W” throughout the decision where appropriate.

## **What happened**

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list these chronologically in detail. But to summarise, Mr W held a home insurance policy, underwritten by EIL, when he discovered an issue with the sewage system at his home. So, he contacted EIL to make a claim.

EIL instructed an expert contractor, who I’ll refer to as “A”, to inspect and if necessary, repair, the issue. A compiled a report in June 2024, recommending Mr W’s septic tank be replaced, and they completed this work in the months after. But in October, Mr W noticed his tank had filled completely and made EIL aware of this.

A returned to Mr W’s property and identified obstructions to both sections of pipework leading from the septic tank, providing their professional opinion that this had been caused by poor workmanship when the pipework had been renewed some years earlier. But as a gesture of goodwill, they removed an obstruction from one section of pipework and completed a repair that they felt would prevent further obstructions occurring. Mr W has confirmed this work was successful.

But Mr W was unhappy EIL hadn’t arranged for A to do the same for the second section of pipework, setting out his belief the obstruction had been caused by A when they replaced the septic tank. So, he raised a complaint.

EIL responded to the complaint and didn’t uphold it. They explained A’s follow on work was completed as a gesture of goodwill. And as EIL felt the obstruction was caused by poor workmanship of a previous contractor who renewed the pipework in the years before their involvement, EIL set out why they didn’t intend to authorise further work to the other section. Mr W remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and upheld it. Both parties have had sight of this outcome, so I won’t be recounting it in detail. But to summarise, our investigator felt the obstructions in the pipework most likely resulted from the work A undertook when replacing the septic tank. So, they recommended EIL complete the repairs to make this section of pipework functional or reimburse Mr W for the costs he had incurred plus interest if he’d already had this work completed himself.

Mr W accepted this recommendation. But EIL didn't, providing several comments setting out why. In summary, they set out why they thought they were fair to rely on the expert opinion of A, which stated the obstructions were caused by poor workmanship of a previous contractor renewing the pipework, rather than the work completed to replace the septic tank.

They set out why they thought the replacement of a fully functioning tank may have highlighted a pre-existing issue with the pipework, considering the previous tank was split and was allowing water to soak away into the ground around it, rather than migrating down the pipes themselves. So, they maintained their position that they weren't responsible for additional repairs. As EIL didn't agree, the complaint was passed to me for a decision.

I issued my provisional decision on 3 September 2025, where I set out my intention not to uphold the complaint. Within that decision I said:

*"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, it's my intention to not uphold the complaint. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.*

*Before I explain why I intend to reach my decision, I want to set out what I've been able to consider and more importantly, how. It's not my role, or the role of our service, to re-underwrite the claim Mr W made, as we don't have the expertise to do so. Because of this, it's also not my role to speculate on what, or who, caused the obstructions found in Mr W's pipework.*

*Instead, it is my role to consider the stance EIL took when deciding not to repair the second section of pipework and decide whether I'm satisfied they acted fairly and reasonably, and in line with the policy terms and conditions, when reaching the conclusion they did. When doing so, I've considered all the evidence and information available, which includes the expert opinion provided, which in this situation is the opinion of A. And in line with our services approach, we usually find it reasonable for a business such as EIL to rely on the expert professional opinion they obtain, unless there is conflicting expert opinion provided that suggests they should have done something differently.*

*In this situation, I note the matter in dispute centres around whether EIL should repair the second section of pipework leading from Mr W's septic tank to a soakaway, in a similar fashion to the repair EIL say they completed as a gesture of good will on the first section and its end point.*

*I want to reassure Mr W I've thought carefully about the testimony he's provided, which includes his logic about why he feels the obstruction was most likely caused by A when they replaced his septic tank, considering there was no report of an obstruction present before these works were completed in A's first report.*

*But crucially, I can see in A's second report, compiled after they completed additional, and a more in depth, survey of the pipework which included the digging of trenches not completed before the septic tank replacement, they outlined their opinion that the obstruction was most likely caused due to poor workmanship of the pipework installation at the end point leading to the gravel soakaway. Specifically, they noted how this poor installation led to gravel migrating back into the pipework causing an obstruction. And it's not in dispute that it was gravel that was obstructing the flow from the septic tank to the soakaway itself, with the*

*obstruction being at the end of the line near the end point.*

*I also note A's repair work completed to the end point to address this issue and their conclusion, which included the construction of an additional surround around the end point that was completed as a gesture of good will, remains in place with this repair allowing full flow from the septic tank, maintaining the tanks functionality.*

*So, considering the above and our services approach, noting this opinion was provided by the expert professional in the situation, I'm satisfied EIL acted fairly when relying on A's opinion that the root cause was most likely due to previous poor installation. A provided their expert opinion and completed repair work based on this, which has been confirmed as successful. So, I'm not persuaded that EIL ought to have overturned, or deviated from, the opinion A provided to them.*

*I've then considered terms and conditions of the policy Mr W held, to consider whether EIL acted within these when taking the stance they have. Within these, I can see they confirm that EIL would not pay for loss or damage "to the drains caused by any defect in their design, construction or installation" as well as any damage "to the outlet pipe from the septic tanks".*

*So, considering the above, I'm satisfied EIL acted in line with the policy they provided when following the opinion provided by A. Because of this, I don't intend to direct them to take any further action on this occasion.*

*I understand this isn't the outcome Mr W was hoping for, and I recognise it represents a change in outcome to that recommended by our investigator which I have no doubt will come as a surprise and will likely be frustrating for him. And I want to reassure Mr W I've thought carefully about this.*

*While I have thought at length about Mr W's testimony, and the logic it follows linking the replacement tank to the obstructions considering the time between them, there is no expert opinion to support the conclusion Mr W has reached. And as I've outlined above, for me to be persuaded EIL were unfair to rely on A's opinion, I would need to see a conflicting opinion from a similar expert or professional to support this. To date, I can't see this has been obtained or provided to EIL for their consideration. So, at this present time, I'm not persuaded there is evidence to show that A's initial works caused the obstruction, which ought to lead EIL to agree to complete works that would ultimately fall outside of the policy they offer.*

*Should Mr W obtain evidence to this effect that he feels supports his position, he would need to present this to EIL and I would expect them to consider this appropriately to decide whether this changes their current stance."*

## **Responses**

EIL didn't respond to my provisional decision and so, I've assumed they have no further comments they wish to provide. But Mr W did respond, providing detailed comments setting out why he disagreed.

In summary, Mr W set out why he felt A had a vested interest to provide an opinion that supported the quality of their original work, explaining why he didn't feel this opinion was impartial. Mr W also set out why he didn't feel it was fair to expect him to obtain a conflicting expert opinion, reaffirming his belief that the evidence he already provided supported his stance.

Mr W continued to reiterate comments he'd already put forward regarding a lack of consistency in EIL's attempted explanations for the issue with the outlet pipes and why he felt the proximity of the issue arising compared to the work to his septic tank supported his belief that the issue arose from the work A completed.

Finally, Mr W set out why he didn't believe any exclusions within the policy terms and conditions would be applicable, as he reiterated his belief the issue with the outlet pipes arose from the work A completed, rather than the insured event itself.

### **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 won't be changing my original conclusion and so, I'm not upholding the complaint.

The reasoning set out within my provisional decision is set out above and has already been sent to both parties for their consideration. So, I won't be recounting this again. Instead, I will focus on the comments provided by Mr W in response to this decision and explain why my decision remains unchanged. And I want to thank Mr W for taking the time to respond in detail and reassure him I've thought carefully about the points he's put forward.

I note Mr W's position regarding the impartiality of A. And I do recognise why Mr W would view their position as lacking impartiality, as they were the company that completed the initial repair works. So, I do understand why Mr W would feel as though their opinion would be biased to absolve themselves of blame.

But my decision focuses on EIL, and their decision not to cover the repair work to the second outlet pipe that hasn't yet been completed. And as I've already made clear previously, our service's approach finds it reasonable for a business such as EIL to rely on the expert opinion they obtain, unless there is conflicting expert opinion that should've led them to do something differently.

In this situation, Mr W hasn't obtained a conflicting expert opinion and is instead relying on his own logic considering evidence he has such as photographs of the outlet pipes and the ground around them. While I recognise why Mr W feels it's unfair to expect him to obtain his own expert opinion, our services position remains that this would be what is required if Mr W wishes to challenge A's opinion. I recognise this will likely come at a cost to Mr W but should he obtain an opinion that supports his position, our service would expect EIL to consider this additional cost he's incurred. So ultimately, it would be up to Mr W to decide whether he wishes to take this cost on with this in mind.

I recognise that there were inconsistencies with EIL's explanation as to what may have caused the obstruction to the outlet pipes. But I also note these assumptions were made by EIL before A completed further investigatory work. And when this work was completed, which included the digging of trenches and more in-depth CCTV surveillance, A reached an opinion that the obstructions were caused due to poor workmanship and installation at the end point.

It's important to note that this investigatory work, including a full CCTV survey of the entire length of the outlet pipes, wasn't completed before the septic tank was replaced. So, I'm not persuaded that the fact the first report doesn't mention a blockage means a blockage in the pipe wasn't present at the time that report was compiled.

And based on this conclusion, A completed work to one outlet pipe which has been confirmed rectified the issue and provided a lasting and effective repair. So, based on this, I'm satisfied A's opinion was most likely correct, as the remedial work they completed following this opinion was successful.

Because of this, I remain satisfied that there most likely was a blockage already present when A replaced the septic tank. And while I note the proximity of this replacement work to the issues with the outlet pipes, my provisional decision already sets out why I'm more persuaded that having a tank without a split, resulting in more waste water flowing down the pipes rather than escaping into the ground by the previously split tank, likely brought to light a pre-existing obstruction caused by poor workmanship when the pipes, and end points, were installed/renewed.

So, while I appreciate this isn't the outcome Mr W was hoping for, I'm not upholding the complaint on this occasion.

It remains that, should Mr W obtain an expert opinion that supports his position and he presents this to EIL, I would expect EIL to consider this appropriately to decide whether it changes their current stance.

### **My final decision**

For the reasons outlined above, I don't uphold Mrs W and Mr W's complaint about esure Insurance Limited.

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

Josh Haskey  
**Ombudsman**