

## **The complaint**

Ms H is unhappy that esure Insurance Limited (“esure”) declined her claim for damage caused by an escape of water and failed to contact her promptly or at all.

## **What happened**

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Ms H bought buildings and contents insurance, underwritten by esure, which commenced on 1 April 2025. Shortly after moving into her new home, Ms H noticed water staining on the kitchen ceiling. Believing it to be caused by water escaping from the upstairs bathroom, she contacted esure. Ms H said esure told her that the claim would not be covered because it was likely due to wear and tear.

Ms H appointed a plumber who needed to cut the bath panel in half to find the source of the leak. In doing so, the plumber identified that the bath was too big for the room, had been ill-fitted, and replacing the sealant would not fix the problem. Ms H told esure and it instructed a surveyor to attend. The surveyor thought that removing and replacing the sealant was worth trying, but confirmed that the policy did not provide cover for failed sealant or poor workmanship.

Unhappy with the response, Ms H complained to esure. She thought its surveyor had simply looked for a reason not to provide cover rather than identifying the cause. She also said the policy hadn’t made it clear that most causes of water damage would not be covered, and she didn’t think it was fair to reject her claim for poor workmanship when she’d only just moved into the property.

Ms H contacted esure again because she hadn’t received the promised call back from a manager about her complaint. She wrote to esure and received its final response that same day. In its 11 July 2025 response, esure said that it had declined the claim in line with the policy exclusions stated. However, it accepted that it had fallen short in terms of its communication with Ms H and paid her £100 compensation. Ms H remained unhappy and she brought her complaint to us.

Our investigator didn’t think esure had unfairly declined the claim. He said the policy excluded poor workmanship and damage due to failed sealant, so he was satisfied that esure had reasonably relied on the policy exclusions. Our investigator agreed with Ms H that esure should’ve responded to her sooner, but he thought it had done enough by paying £100 compensation. Therefore, our investigator didn’t uphold Ms H’s complaint.

Ms H didn’t agree. She said esure’s decision wasn’t premature or based on assumption of gradual damage - she said esure had decided from the start that it wouldn’t cover her claim and changed its reasoning to match the evidence to an exclusion. Further, Ms H said some of the exclusions were not shown in her policy. In particular, she said poor workmanship was not included. Ms H also felt that esure’s explanation for the delayed response was unprofessional.

Because Ms H didn't agree with our investigator, the complaint was passed to me to decide.

### **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, and while I realise this will come as a disappointment to her, I've decided not to uphold Ms H's complaint for broadly the same reasons as our investigator.

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly, and that they mustn't turn down claims unreasonably. The policy sets out the detail of the contract between Ms H and esure, so I've looked at the wording when considering whether esure declined the claim in line with the terms and conditions, and whether it was fair and reasonable in the circumstances.

Before I go on to explain my decision, I'd like to make Ms H aware of the rules under which our service operates. A business must first have an opportunity to address a complaint before I can consider matters. When esure issued its final response to Ms H, it addressed matters raised up to that date – 11 July 2025. Ms H brought further information to us after that date which esure did not have an opportunity to address beforehand. For example, Ms H provided photos of the original bath installation, and she said when repairs were completed, the bath was found to have sunk into the floor and some of the legs collapsed.

As this evidence came to light after esure declined Ms H's claim and issued its final response to her complaint, our rules do not permit me to make a finding on them. However, as I have not addressed those matters here, Ms H may wish to provide details directly to esure for consideration in relation to her claim. I make no finding on whether the evidence will affect esure's claim decision.

### **Claim notification**

Turning to Ms H's comments, I've thought about whether it's likely that esure pre-determined the claim outcome when she first notified it of her claim. My understanding of the claims process is that esure will ask questions to reach a preliminary decision. The record of Ms H notifying esure of the claim shows that it might've been a burst pipe but she chose to have her own plumber assess the damage because the policy excess was too high to go ahead with the claim at that point. When she told esure the outcome of the plumber's visit, esure arranged the surveyor visit and its notes were a record of the evidence Ms H provided. That is, the bath was ill-fitting and the seal with the wall was not watertight. Based on this information, I don't think it was unreasonable for esure to record that the claim was likely to be declined under the poor workmanship and/or failed sealant exclusions.

Given the evidence, I haven't seen anything to suggest that esure had pre-determined the claim outcome. While its reasoning did evolve, I don't find this unreasonable as further evidence was presented.

## Policy exclusion

Ms H complained that the exclusions esure relied upon were not shown in her policy or hadn't been adequately explained.

esure declined Ms H's claim under two exclusions – poor workmanship and failed sealant. So I've looked at the policy to determine whether the relevant information ought to have been clear to Ms H.

Section 4 of the policy booklet is headed *General exclusions that apply to your policy*. Within this section the following exclusion is summarised:

*Faulty products or services: Faulty workmanship, design or materials.*

Section 9 of the booklet, headed *Your Buildings Insurance*, includes cover for:

*6. Escape of water or oil from any tanks, pipes, fixed equipment, any domestic appliance, or fixed heating systems.*

The policy confirms that cover is excluded for:

- *Failure of or lack of appropriate sealant or grout*
- *Gradual operating cause*

So, based on this evidence, I'm satisfied that the exclusions esure relied upon were detailed in the policy.

Nevertheless, I've gone on to consider whether it was fair for esure to decline the claim in the overall circumstances. Ms H explained that she'd only been in the house for just over two months when she made the claim, and she didn't think it was fair that she would now incur repair costs for work to the bathroom that the previous owners had installed.

To begin with, I'm going to acknowledge that this must feel unfair to Ms H. I don't doubt that she bought the house in good faith, and she would've had no expectation that the bath would be ill-fitted. Nor would she have expected to pay for repairs at such an early stage in her ownership for damage to the ceiling below as well as the bathroom itself. I can understand that this would've caused her distress and inconvenience, particularly as she felt apprehensive about using the bathroom for fear of causing further damage.

While I recognise this would've been an upsetting time for Ms H, I can't fairly hold esure responsible for matters which were likely caused by previous owners and/or their plumbers. I've already concluded that the damage was not caused by an insured peril, so there would be nothing for esure to take responsibility for in respect of the damage itself. Therefore, I don't find that esure treated Ms H unfairly by declining her claim for the reasons it gave.

## Claim handling

Ms H was unhappy with the way esure handled her claim and she thought its response regarding delays was unprofessional, specifically mentioning that it didn't respond to her when it should have. This element of the complaint is not in dispute, and esure paid Ms H £100 compensation by way of apology. Looking at the evidence, esure had already declined the claim so Ms H would have known that she needed to arrange and pay for repairs. While Ms H had asked esure to support her next course of action as suggested by its surveyor, that's not something I'd expect of it. Once esure had declined the claim, it wouldn't have had

a responsibility to advise Ms H about repairs. However, if esure had confirmed that to Ms H sooner, she could have progressed the repairs sooner.

Based on the evidence, I'm satisfied that esure's compensation payment was fair and reasonable, and consistent with our published guidelines. That's because, while it didn't return Ms H's call, or respond to her complaint as quickly as it could've done, I don't find that it caused any significant financial detriment.

Overall, I'm satisfied that esure handled Ms H's claim fairly and reasonably, in line with the policy terms and conditions, and promptly in the circumstances. While there was an undisputed service shortfall in respect of replies to Ms H, I find that esure has done enough to address this by paying £100 compensation. Therefore, I see no reason to require anything further of esure in respect of the matters addressed here.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Ms H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 20 March 2026.

Debra Vaughan  
**Ombudsman**