

## **The complaint**

Mr and Mrs G complain that esure Insurance Limited hasn't settled a claim in full under their home insurance policy.

## **What happened**

Esure approved Mr and Mrs G's claim for a damaged kitchen top, but it said the undamaged kitchen top wasn't covered by the policy. But esure offered a 50% contribution towards the cost of replacing the undamaged one as a matching item. It said that replacing both would be considered betterment.

Mr and Mrs G didn't think this was fair, as it didn't put them back into the position they were in before the loss. They said only replacing the damaged part of the kitchen top would devalue their kitchen and home. They also said that the worktops weren't a traditional set. Rather, they were a bespoke kitchen feature integral to its value. So, Mr and Mrs G didn't think the exclusion esure had relied on applied to their claim, and they thought the exclusion was ambiguous.

One of our investigators reviewed the complaint. Having done so, she thought that what esure had done was fair and reasonable in the circumstances, and in line with this Service's approach to these types of complaints.

Mr and Mrs G didn't agree with the investigator's findings. They referred to case law and regulatory guidance, and they maintained that esure hadn't acted fairly or reasonably or indemnified them for their loss.

As no agreement was reached, the complaint has been 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint.

Mr and Mrs G's home insurance policy covers accidental damage, and esure has accepted their claim for a damaged kitchen top. But it says the undamaged kitchen top isn't covered due to the following exclusion:

*"We will not pay for loss, damage or any liability resulting from or consisting of:  
[...]*

- any extra cost of altering or replacing any item or parts of an item which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design including wall or floor coverings."*

I don't think the term is ambiguous. It's a common exclusion in home insurance policies. But I've considered if esure has fairly applied this exclusion in the circumstances of Mr and Mrs G's claim.

Mr and Mrs G's home insurance policy, the same as other home insurance policies, provide cover for damage. And esure has said it will replace the damaged kitchen top. So, I'm satisfied esure has agreed to settle the claim in line with the terms and conditions of the policy.

The kitchen top Mr and Mrs G want esure to also pay for isn't damaged, and it's in a separate part of the kitchen. For these reasons, I don't think esure acted unfairly or unreasonably by saying that this isn't covered under the policy. Additionally, the kitchen tops form part of a set, suite or other article, and they are of the same type, colour and design. So, the cost of replacing the undamaged kitchen top is excluded under the policy terms.

But as the kitchen tops are an integral part of the kitchen and bespoke matching items, and because both the loss assessor and the supplier confirmed both kitchen tops would need to be replaced for them to match, I think esure acted fairly and reasonably by offering a 50% contribution towards the cost of replacing the undamaged kitchen top.

This is because whilst a policy exclusion applies in the circumstances, this Service's approach is that it wouldn't be fair or reasonable for Mr and Mrs G to suffer a loss of match. And it would be fair and reasonable for esure to pay them compensation for this. I think the offer esure has made is fair and reasonable, and it's in line with this Service's approach. I don't think there's anything else it needs to do.

I accept that the loss assessor recommended that both kitchen tops should be replaced, as otherwise they wouldn't match. And that the supplier confirmed the same. But this doesn't mean that replacing both should be covered under the insurer's policy terms and conditions, for the reasons I've set above.

### **My final decision**

My final decision is that the offer esure Insurance Limited has made is fair and reasonable in the circumstances of Mr and Mrs G's complaint, and it should now settle the claim for the damaged kitchen top in line with the terms and conditions of the policy and pay 50% towards replacing the undamaged kitchen top.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 17 November 2025.

Renja Anderson  
**Ombudsman**