Financial Ombudsman Service

complaint

Mr M is unhappy that esure Insurance Limited is refusing to deal with a claim for a damaged television made under his contents insurance policy.

background

I wrote a provisional decision on this complaint in November 2015. I've attached a copy which forms part of this final decision.

Neither Mr M nor esure have asked me to reconsider my provisional decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Because I've not been asked me to look at the case again, I've not changed my approach as set out previously.

my final decision

I don't uphold Mr M's case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 February 2016.

Michael McMahon
ombudsman

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complaint

Mr M is unhappy that esure Insurance Limited is refusing to deal with a claim for a damaged television made under his contents insurance policy.

background

Mr M thinks the claim should be covered under the accidental damage section of cover. esure says that he didn't have this benefit so it can't pay the claim.

Our adjudicator thought that esure hadn't made it clear that cover for accidental damage to 'home entertainment equipment' had been removed from the policy at renewal in 2012. It seems likely that the damaged television would have been covered under that section of the policy.

Mr M renewed his policy in 2013 and we have a recording of the call. He was asked if he wanted accidental damage cover and he said no. Our adjudicator thought that if he'd have been told during that call that the home entertainment cover had been removed, he'd have acted differently and, presumably, taken out accidental damage cover.

Because esure disagreed with the adjudicator, the complaint has been passed to me.

my provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I think it's important to bear in mind the complaint that Mr M made; that accidental damage cover was definitely something that he needed. So it does seem unusual that when this was offered to Mr M in 2013, he said he didn't want it.

Our adjudicator thought the answer to this complaint lay in the removal of home entertainment cover in 2012.

If I assume that esure didn't make it clear enough that it was removing the home entertainment cover, I've thought about what Mr M would have done if that was made clear.

The option available to him was to take out accidental damage cover for all of his possessions. But we know that in 2013 he didn't want to do this. Or he could have not renewed with esure and gone elsewhere. But this is not the complaint Mr M is making.

So I've thought about whether the thing that stopped him from taking out accidental damage cover was because he assumed he had the home entertainment cover – as our adjudicator has said.

I don't think I can reasonably come to that conclusion. When Mr M complained to esure, he wasn't concerned about the home entertainment cover (or lack of). His concern was that he needed accidental damage cover because he has two young children and he thought he had it. I suspect that he didn't notice when the home entertainment cover was removed.

But when accidental damage cover was offered in 2013, he didn't take it. I think it only became an issue when Mr M wanted to make a claim. Like many of us, I don't think he'd given it much thought up until that point.

So I think that it would be going too far to say that Mr M refused the accidental damage cover in 2013 because he thought his home entertainment equipment was covered.

I've also thought about Mr M's point that the renewal documents don't make it clear that accidental damage cover isn't provided. But we know that it was offered and declined by Mr M before the claim was made. So even if I thought that esure had made mistakes with its renewal documents, they were resolved when Mr M decided not to take it out accidental damage cover in 2013.

Finally, esure offered Mr M £25 for the cost of phone calls when dealing with this matter. That seems a fair offer of compensation in the circumstances.

my provisional decision

For the reasons I've explained, I don't intend upholding this complaint.

Mr M and esure Insurance Limited should write to me by 21 December 2015 with anything else they'd like me to consider, after which I will send my final decision.

Michael McMahon
ombudsman