

The complaint

Mrs M complains about how esure Insurance Limited trading as Sheilas' Wheels ("esure") handled and settled her claim on her home insurance policy.

What happened

Mrs M had home insurance with esure, however in April 2022 she changed to a different insurer. In June 2022 she made a claim on her new policy after discovering a leak in her bathroom. The insurer referred the claim to esure as it said the leak started while Mrs M was insured with it.

esure accepted the claim and sent out a loss adjuster to carry out an inspection and commence drying. However Mrs M was unhappy with their work and she made a complaint. esure upheld the complaint and agreed its contractor had provided poor service. It said it would hand the claim over to a different loss adjuster, which Mrs B accepted.

The new loss adjuster completed the drying and esure offered a cash settlement for the repairs. However Mrs M said this wasn't enough to cover the work required so didn't accept the offer. Due to this, esure asked her to get her own quote for the work. Mrs M provided this and esure increased the cash settlement offer but didn't agree to pay the full quote as it said some of the work was improvements to the bathroom, so not included under the policy.

Mrs M was unhappy with this and made a complaint. esure took some time to respond, but when it did it maintained its position on the cash settlement. And offered £100 compensation to apologise for poor service at points during the claim.

Mrs M wasn't happy with its response, and asked this service to investigate.

Our investigator didn't recommend the complaint be upheld. He said he thought esure had made a fair offer and it was reasonable for it to ask for another quote if Mrs M didn't consider it to be enough to cover the insured work.

Mrs M didn't agree. She said the damage to her kitchen wall and cupboard had never been addressed and this wasn't included in the quote. And she said esure's first contractors had caused additional damage to the bathroom which had led to the claim taking longer to resolve. And this hadn't been considered either. She asked for the complaint to be reviewed by an ombudsman.

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.

esure has sent an expert to assess the claim related damage, and they put together an itemised scope of all the work that is left to be completed. As this has been compiled by an expert who has inspected the damage, I find it persuasive.

Mrs M has said she doesn't think it covers all the work required and doesn't agree that the

cash settlement of around £1,800 is enough to get the work done. She's provided a quote from a builder for around £6,500. However this includes additional work that she is having completed on top of the claim related work. And rather than being itemised, it is just a list of the different elements with a price at the end. So it doesn't show how much the claim related work would cost.

esure has said that if Mrs M doesn't agree with the cash settlement offered, then she should obtain her own quote to demonstrate that it isn't sufficient for the work required. While I appreciate this may be difficult to obtain, I don't think it unreasonable. esure has fulfilled its obligation under the policy by providing an itemised list of the work and a costing for this. So it is now for Mrs M to either accept this or provide proof if she considers it to be inaccurate.

I note Mrs M has said one of her concerns about the settlement is that there is damage to the kitchen wall and back of a kitchen cupboard, and esure hasn't addressed this. She's also raised concerns about a shower tray that was broken by the first contractor. While I can see she has queried these issues in emails and esure hasn't responded to her points directly, I can also see in the scope of works that these costs have been included. So I don't agree these have been missed from the settlement.

Based on this, I think esure has fulfilled its liability under the policy. It's offered a cash settlement based on a breakdown of the work required from its loss adjuster. And I've not seen any evidence from Mrs M that this isn't sufficient for the claim related work.

esure has also offered a disturbance allowance for the time Mrs M was without bathroom facilities. As she declined alternative accommodation due to personal reasons, I think this is a reasonable offer. And it has agreed to pay the additional electricity costs incurred for the claim. So I think it's offered a reasonable settlement.

I can see that the claim journey hasn't always been an easy one for Mrs M. Particularly in the beginning when there was a different contractor handling the claim. Esure resolved her first complaint by agreeing to replace the contractor. Which was a resolution that Mrs M accepted. And it has offered £100 compensation to apologise for the issues she experienced with the first contractor, in her most recent complaint. I think this is fair in the circumstances and in line with what I would have directed if esure hadn't made an offer.

Based on this, I think esure has acted fairly and reasonably when settling Mrs M's claim. It's offered a cash settlement based on an itemised list of the required work. And I've seen nothing to persuade me this is incomplete or incorrect. And it's offered £100 compensation to apologise for the poor service at the start of the claim. I therefore think it's done enough to put things right and I won't ask it to do anything further.

My final decision

For the reasons I've given, I don't uphold Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 12 October 2023.

Sophie Goodyear
Ombudsman