

The complaint

Mr B and Mrs B complain about delays and poor service in esure Insurance Limited's handling of a claim under their home insurance policy.

What happened

The background to this case is well known to both parties, so I'll provide only a brief summary here.

Mr B and Mrs B have home insurance underwritten by esure which covers their home and its contents.

They made a claim in April 2022 when they discovered damage to their home which they believe to have been caused by subsidence.

The claim was accepted by esure and they carried out repairs, which were completed in June 2022.

Mr B and Mrs B weren't satisfied with the way the repairs had been completed. They advised esure that there were problems with their front door, floorboards and pipe work and they said esure's contractors had also damaged carpets during the repairs.

Mr B and Mrs B were also concerned that there appeared to be on-going movement at their property.

When they got no response, Mr B and Mrs B made a complaint to esure. They told Mr B and Mrs B that they couldn't yet resolve their complaint (after the permitted eight weeks had passed) and referred Mr B and Mrs B to our service.

Our investigator looked into Mr B and Mrs B's complaint. Despite repeated requests to esure they've failed to respond and provide us with any information or evidence relating to the case.

On that basis, our investigator took a view on the case based on what Mr B and Mrs B had told us. She thought esure should cash settle the claim if Mr B and Mrs B provided them with three quotes from their own contractors for the necessary repair work.

She also said esure should pay Mr B and Mrs B £400 in compensation for the trouble and upset they'd been caused by esure's errors and omissions.

Because esure didn't respond to our investigator's view, the case has been passed to me for a final decision. This decision – should Mr B and Mrs B accept it – will be binding on both parties.

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.

We asked esure for their view on this complaint – and for evidence and/or information relating to the claim – in August 2023. Having had no response, we chased esure in early September 2023.

In the absence of any reply from esure, our investigator issued her view on the case in mid-September 2023 - and asked esure to respond to it. They failed to do so.

On 3 October 2023, our investigator advised esure that the case had been referred for a final decision and they had a further opportunity to provide information or evidence and/or to comment on her view on the complaint. Again, we've had nothing from esure.

All of that being the case, we have no choice at all but to bring this complaint to a resolution – through this final decision – on the basis of what Mr B and Mrs B tell us and the information and evidence they've provided.

I should stress that I have absolutely no reason at all to doubt that what Mr B and Mrs B tell us is true. Their version of events is also backed up by the copy correspondence with esure and their contractors that they've been able to provide.

It goes without saying that esure's failure to engage with us at all – after failing to give a satisfactory response to Mr B and Mrs B's complaint – is surprising and disappointing.

I have to assume – from the information and evidence we have – that esure and/or their contractors failed to respond in any meaningful or helpful way to Mr B and Mrs B when they reported the on-going issues with their home - and with the initial repairs - in mid-2022.

That remained the case until 6 October 2023, when, as I understand it, esure's agents contacted Mr B and Mrs B to tell them they'd be: (a) re-treating some of the previously repaired areas in the house; and (b) appointing contractors to investigate the on-going movement issues at the right-hand corner of the house and to prepare a scheme of works to address those issues.

That communication with Mr B and Mrs B came *after* this case had been referred to me for a final decision. It was copied on to us by Mr B and Mrs B. It also came around 15 months or so after Mr B and Mrs B had raised their concerns about the original repairs with esure.

That means Mr B and Mrs B appear to have been ignored – and their concerns not addressed – by esure and/or their agents for 15 months. Despite those concerns being extremely serious and very worrying for Mr B and Mrs B.

It also means that the part of our investigator's proposed outcome which related to cash settlement of the claim may no longer be applicable – at least not immediately.

esure's contractors are now investigating the cause of the movement in the house and will propose a scheme of works to address it. That means they will also be covering off the necessary adjustments and/or re-work to the previous repairs inside the house which Mr B and Mrs B say were unsatisfactory.

In essence, the property will need to be put right cosmetically inside once any more fundamental repairs to address the movement are carried out.

However, the principle set out by our investigator in her view remains valid and applicable. Mr B and Mrs B may be happy to allow esure's contractors to proceed with their investigations and repairs for now.

But if it turns out they don't address the on-going problems Mr B and Mrs B raised with esure and then with us – the front door, the floorboards the pipe work, the carpets – then, in that case, we would remain of the view that esure should cash settle for those repairs after receiving quotations for the work from Mr B and Mrs B.

Our investigator was clear in her view on this complaint about our role. We are here to look at complaints about alleged errors or omissions on the part of a financial business which have adversely affected their customer. Our role is, in essence, retrospective – we ask ourselves what went wrong and how do we think that needs to be put right?

We aren't empowered – or indeed qualified – to supervise or monitor on-going claims. And we've explained to Mr B and Mrs B that if they're not happy about anything esure do in future – for example, in the way they propose to address the movement in the house or carry out the repairs – they will need to make a new complaint to esure. And then bring that to us if they're not happy with esure's response.

I sincerely hope esure now move to resolve the issues at Mr B and Mrs B's property in a timely and effective manner, so that Mr B and Mrs B don't feel the need to make a further complaint.

Putting things right

It appears – from the recent correspondence between esure's agents and Mr B and Mrs B – that esure hadn't lost sight of Mr B and Mrs B's on-going claim issues. And it's true to say that it is extremely difficult at times to correctly diagnose and address the reasons for movement in a property.

However, that's no excuse for esure's failure to communicate with Mr B and Mrs B and/or to address their considerable – and justified – concerns about their home, for a period of around 15 months.

During that time, Mr B and Mrs B have been left in the dark as to how things are to be progressed. And they've therefore experienced considerable stress and worry about the problems with their home. They've also had the inconvenience of having to chase esure and/or their agents to try to get a response from them.

Bearing all of that in mind, I agree with our investigator's view that £400 is fair and appropriate compensation for esure to pay Mr B and Mrs B for the trouble and upset they've experienced as a result of esure's errors and/or omissions in the way they've handled this matter.

To be clear, as our investigator pointed out, that compensation is to cover the period up to the date our investigator issued her view on the case – 18 September 2023. If there are any further delays and/or poor service after that point, then – as I've explained above – Mr B and Mrs B will need to make a new complaint to esure.

As I also say above, Mr B and Mrs B may now wish to give esure another chance to resolve the issues with their property. However, if esure fail to put right the repairs to the front door, floorboards, pipe work and/or carpets, then we'd expect esure to cash settle those elements of the claim in line with quotations provided by Mr B and Mrs B.

My final decision

For the reasons set out above, I uphold Mr B and Mrs B's complaint.

esure Insurance Limited must:

- pay Mr B and Mrs B £400 in compensation for their trouble and upset; and
- cash settle the claim as it relates to the front door, floorboards, pipe work and/or carpets, if they fail to resolve those issues effectively and in a timely manner during the forthcoming round of repairs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 4 January 2024.

Neil Marshall
Ombudsman