

The complaint

Ms N's complaint is about esure Insurance Limited's handling of a claim made under her household insurance policy.

Ms N has been represented in this complaint but for ease, I will refer to Ms N throughout.

What happened

In June 2022, Ms N contacted esure to make a claim as she had found a water leak in the hallway of her property. The leak was found to be from the main water pipes. The policy with esure does not cover the repair of the pipes themselves but does cover the repair of damage caused by the leak, including any damage done to find the leak.

Once Ms N had found the source of the leak and had it repaired, esure appointed a surveyor to assess the damage. It agreed to get its contractors to do the work, rather than require Ms N to get her own contractors.

However, there have been a number of issues with the work to repair the property. Ms N raised a complaint with esure and it accepted that the claim had not been progressed as quickly as it could have been and that there'd been unnecessary delays. In April 2023 it apologised for this and offered £200 compensation.

Ms N remained unhappy. She said there were still repairs outstanding, a number of snagging issues and there were issues with the standard of some of the repairs and redecorating. Ms N also said that esure told her the kitchen was ready to use but the electrical sockets had not been connected properly, which caused a fault. esure's contractors rectified this but told Ms N the contractors that had done the work on the sockets initially were not suitably qualified. This caused her additional concern about the standard of the work.

Ms N did not accept that the compensation offered by esure reflected the trouble caused to her and she also wanted reimbursement for the additional electricity costs incurred in drying out the property. Ms N says she has health conditions made worse by stress and this matter has had a significant impact on her wellbeing.

One of our Investigators looked into the matter. She thought that the compensation should be increased to £700 in total (so an additional £500) and that esure should also reimburse Ms N the additional electricity costs. The Investigator also said that the remaining works should be carried out without further delay.

esure did not accept the Investigator's assessment. It said the £200 already offered was reasonable compensation for the issues with the claim up to the date of its final response letter in April 2023. esure also said it had paid £303.06 for electricity costs.

Ms N did not consider the compensation the Investigator recommended to be proportionate to the stress and trauma caused to her and her pets by the matter.

esure considered the further concerns raised by Ms N about the way the claim was being managed after April 2023 and issued a further complaint response about this on 2 October 2023. esure accepted there had been further delays and snagging issued; it offered a further £200 (it says this was paid) for the issues since its April 2023 letter.

I also understand that as of beginning of November 2023 all the work has been completed.

Ms N has confirmed she is satisfied with the completion of the works but has said one of her cats now has long-term health condition, which was made worse by the stressful environment in the property.

The Investigator reviewed the developments since her initial assessment and said she thought a total of £800 (to include the £400 offered already by esure) was more appropriate for both complaints.

Ms N has confirmed she has now received the £400 from esure (in two separate payments) and the payment for the electricity costs.

esure does not accept the Investigator's assessment and maintains that the £400 compensation already offered is reasonable.

As the Investigator was unable to resolve the complaint, it has been passed to me.

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.

The repairs required to Ms N's property were quite extensive and would have taken some time to assess and complete. The property also had to dry out before repairs could be done. There would also always have been a level of inconvenience, given the nature of the repairs need. For instance, Ms N was unable to use her kitchen while the work was being carried out. However the repairs took around 16 months in total, which is longer than should have been necessary. I can see that there were a number of issues, mainly characterised by lack of communication and delays in esure actioning matters that had been agreed. There were also snagging issues and problems with some of the workmanship. esure accepts there were delays that were avoidable and I don't think it has disputed any of the issues raised by Ms N.

I do not therefore consider that I need to go into exactly what went wrong at each step and why. I have considered everything Ms N has said and all the evidence provided to me.

I accept that Ms N had to repeatedly chase esure for progress, had to raise a number of issues with the work done on her property and had the inconvenience of the repairs going on for several months longer than should have been reasonably necessary. I also accept all of this would have made an already stressful situation worse than it needed to be. Ms N has said the matter also impacted her wellbeing, given her existing health issues, and also impacted the wellbeing of her pets.

I can understand that managing pets while repair work is going on can be stressful. However, there is no independent evidence that the medical condition developed in one of Ms N's cats was solely due to anything esure did wrong. And I bear in mind that the repairs would have been necessary anyway. However, I accept there were additional attendances and the work went on for longer than should have been the case which would have impacted the household.

Having considered everything, I agree with the Investigator that the total sum of £800 is reasonable compensation in this case. It is in line with awards made in similar cases.

My final decision

I uphold this complaint and require esure Insurance Limited to pay Ms N the sum of £800 compensation for the distress and inconvenience caused by its handling of her claim. (This is to include the £400 already offered by esure. I understand it has already paid the £400, so it only now needs to pay the remaining balance of £400.)

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 10 January 2024.

Harriet McCarthy
Ombudsman