

The complaint

Ms H complains about the way esure Insurance Limited has handled a subsidence claim she's made on her buildings insurance policy following damage to her porch.

What happened

References I make to esure include its agents and representatives unless stated otherwise.

The background to this complaint is well known to the parties so I've provided a summary here.

- Ms H noticed some cracking in her porch and reported it to esure. It accepted the claim and appointed a specialist to manage it and the remedial work.
- An initial scope of works (SOW) was agreed which included underpinning the porch. Subsequently, esure decided underpinning wasn't possible and a new SOW was required. This caused delays and some confusion.
- Ms H was unhappy about the new SOW, saying she thought it wouldn't provide the same level of protection from future subsidence. And she wasn't happy about the time taken for the work to be completed and the impact on her work and holiday arrangements.
- esure apologised for the confusion around the amended SOW and the delays and paid Ms H £400 compensation including a £50 contribution for the increased power usage by the contractors on site. It said it would consider a further payment for the increased power on production of supporting evidence.
- Our Investigator considered the evidence and upheld the complaint, saying esure should pay Ms H an additional £250 in recognition of the delays and the distress and inconvenience its handling of the claim had caused her.
- esure didn't respond to the Investigator's recommendations so the case has come to me for an Ombudsman's decision.

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.

Our Investigator has detailed the timeline to this claim so I don't propose to repeat that here.

Industry rules require esure to handle claims promptly and fairly. And where repairs take place we'd expect those to be lasting and effective. I've thought about that when looking at this complaint while keeping in mind what I consider to be fair and reasonable.

The change to the SOW

- It's not uncommon in insurance claims for the nature of repairs to have to be amended as further information about the situation emerges. In this case, esure relied on the professional opinion of its expert in deciding it wasn't possible to underpin the porch and an alternative solution would be required.
- I've not seen any opposing expert opinion which contradicts this view. So, while I accept esure's explanations around this issue were poor and led to Ms H being uncertain about its motivation for changing the SOW, I think esure acted fairly when it relied on the opinion of its expert to decide on the new approach.
- As I've mentioned before, I'd expect esure to undertake repairs that are lasting and effective so if its approach doesn't meet this standard I'd expect it to revisit the repairs and provide an alternative solution that does. And of course, Ms H would be free to make a further complaint in these circumstances.

Claim handling

- Subsidence inevitably causes a significant degree of inconvenience to homeowners – particularly if they wish to be present when repairs are being undertaken - and claims relating to them often take time.
- In this case, it was only when the first repairs were underway that it became clear an alternative approach would be required to complete them. I've not seen anything which persuades me esure could have predicted this or avoided this delay.
- That said, there was a significant delay before the second repairs started, some eleven months after the first. I acknowledge Ms H had to make arrangements to take time off work and this had an impact, but esure hasn't provided a persuasive explanation for why the delay was as long as it was. So I do hold esure responsible for some of the delays caused across the life of the claim.
- I can see from the file, Ms H found the delays stressful to deal with and the uncertainty around the starting dates of the repairs and likely timescales involved very inconvenient.
- I've kept all this in mind when deciding on the award esure should make.

Putting things right

For the reasons I've explained above, I don't think esure has done enough to recognise the impact on Ms H. It's so far paid her £400, broken down as £350 for the distress and inconvenience and an additional £50 as a contribution to the increased power usage.

I'm going to direct esure to pay an additional £250 to Ms H in recognition of the distress and inconvenience it's caused her through its poor handling and delays.

I'd also expect esure to consider a further payment to Ms H for any increased power usage as a result of its contractors use of her electricity on receipt of appropriate bills and supporting evidence.

My final decision

My final decision is that I uphold this complaint and direct esure to pay Ms H £250 (in addition to the amount it's already paid her).

ensure must pay the compensation within 28 days of the date on which we tell it Ms H accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 12 July 2022.

Paul Phillips
Ombudsman