

The complaint

Miss R has complained about how esure Insurance Limited (esure) dealt with a claim under a home insurance policy.

References to esure include companies and contractors acting on its behalf.

What happened

Miss R made a claim when water entered her property. esure accepted the claim under the accidental damage cover. Miss R didn't agree with how esure said it would repair the wall. She was also concerned by various aspects of esure's customer service.

When esure replied to the complaint, it said the scope of works had been changed from emulsion paint to lime plaster. However, as Miss R had now said a lime wash wouldn't work, it said she should provide a contractor report on this. It apologised for a phone call not being returned. But didn't agree that a surveyor's annual leave had delayed the claim. It also said it couldn't comment further on a conversation Miss R said had taken place between the surveyor and her contractor. It offered £75 compensation for a delay at the beginning of the claim.

While the complaint was with this service, our investigator asked esure to review a phone call Miss R had raised concerns about, as she said it included derogatory comments about her. esure listened to the call and agreed a contractor had used derogatory language. Following this, esure said it wanted to offer Miss R compensation. Our investigator put this offer to Miss R, who said it wasn't enough.

Our investigator considered the complaint. He said the extent of the work was disputed, including whether a whole wall should be replastered. He said esure's assessment was that the windowsill and the immediate area damaged by the water needed to be repaired. esure had also updated its schedule of works to allow for lime wash, rather than emulsion, and the potential dismantling of the wardrobes. It had also offered compensation for the delays. He said this was fair. He also said a phone call between esure's contractor and Miss R's contractor hadn't been recorded but there was a call note of a conversation with the surveyor. However, there was nothing to show this affected the outcome of the claim. He said £200 compensation was fair to address the derogatory comments in a phone call.

As Miss R didn't agree, the complaint was referred 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.

Having done so, I uphold this complaint in part. I will explain why.

Miss R was concerned that the scope of works didn't cover all that was required. She said a whole wall needed to be replastered. I haven't seen evidence that showed this was the case.

esure was only responsible for dealing with the damage that formed part of the claim. It assessed that the damage was limited to around the window area. I haven't seen evidence that shows this assessment was unreasonable or that it wouldn't result in a lasting and effective repair. Miss R was also concerned that wardrobes might need to be removed. I've seen evidence that the surveyor added an allowance for this to the scope of works, in case this was necessary.

Miss R also complained that esure intended to emulsion the wall to repair the damage. When esure responded to the complaint, it agreed lime plaster should be used, rather than emulsion. I note this was also consistent with Miss R's contractor's assessment of the correct material to use. esure also offered £75 compensation for the delay in resolving this issue. Based on what I've seen, I think esure's assessment of the extent of the works required was reasonable in the circumstances and that the compensation it offered was fair for the delay. I think esure should write to Miss R to explain the proposed cash settlement and what it covers, taking into account any increased costs.

Miss R also said a call handler had lied to her about speaking to her contractor. She provided a phone call where she had phoned for an update on her claim. The call handler put her on hold as he said he would check some details with her contractor. Miss R later said the call handler didn't speak to her contractor while she was on hold. She said she had been provided with phone calls related to the claim and that call wasn't one of them. She said her contractor also told her he hadn't been spoken to about the claim.

esure has explained to this service that because the call between the call handler and Miss R was still connected while she was put on hold, it wasn't possible for the call with the contractor to be recorded. All it had been able to record was the call with Miss R, including the hold music during part of the call. I've listened to the phone call. During the call, the call handler explained the position with the quotes. He also said the surveyor had spoken to the contractor the previous day. Miss R disputed what the call handler said her contractor had agreed about the works. The call handler told Miss R he would phone to check the position. He then put her on hold. A few minutes later, the call handler came back to the call and said he had spoken to both the contractor and the surveyor and explained what had been discussed.

Miss R has said her contractor told her the call handler didn't speak to him. Our investigator tried to contact the contractor to discuss this with him. The contractor didn't respond. I can't say with certainty whether the call did or didn't happen. esure has explained why the call recording doesn't exist, which I think is a reasonable explanation. Miss R has said her contractor told her the call didn't take place. But it hasn't been possible to get further information from her contractor. Based on the evidence available to me, I don't think I have enough reason to say the call handler lied.

But, if I focus on the issue that needed to be resolved, this was the extent of the works that needed to be carried out. esure agreed with Miss R that it should be lime plaster and included an allowance for the wardrobes, in case it was necessary to remove them. As I've already said, esure only needed to deal with damage covered by the claim. I haven't seen evidence that esure's assessment of the repairs was unreasonable, which was for a smaller area around the window. So, regardless of what happened with that phone call, I think esure's position on how to settle the claim was reasonable.

During the claim, Miss R was provided with copies of phone calls related to it. This included a call between two call handlers who spoke about Miss R during an internal call. I've listened to that phone call and I can understand Miss R was unhappy about what was said. This service asked esure to review the call. It agreed it wasn't acceptable to speak about Miss R in this way and offered compensation. Thinking about this, I think esure should pay Miss R

£200 compensation for the way she was spoken about during the call. This is in addition to the £75 esure previously offered. I think this fairly recognises the impact on Miss R.

Putting things right

esure should write to Miss R to update her on the cash settlement and what it covers and pay a total of £275 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld in part. I require esure Insurance Limited to:

- Update Miss R in writing about the cash settlement and what it covers, taking into account any increase in costs.
- Pay a total of £275 compensation, which includes the £75 it previously offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 26 March 2024.

Louise O'Sullivan
Ombudsman