

The complaint

Mr D and Miss K's complaint is about the rejection of a claim under a household buildings and contents insurance policy with esure Insurance Limited.

Miss K has been the main correspondent on the complaint, so I will refer to her throughout.

What happened

Mr D and Miss K hold household insurance policy with esure. The policy provides cover for a number of things, including damage to the buildings and contents as a result of an escape of water.

Miss K says that one evening in January 2024, she came downstairs and found the whole of the downstairs of her property flooded. Miss K says the water was around four inches deep and was coming from the bottom of her fridge. She says she had to wear wellington boots and swept the water outside using a broom; when she opened the fridge more water came gushing out. Miss K says after a while she was able to turn the mains water supply off at the stop tap and the leak stopped. She says she turned the water back on the next day and there was no further leak.

Miss K contacted esure the next day to make a claim for the damage to her furniture and rugs, which were water damaged.

esure appointed loss adjusters who went to Miss K's property to assess the damage and circumstances of the loss.

The loss adjusters questioned the amount of water and the extent of the damage, which Miss K reported had happened in the space of around an hour, and the fact the water was turned back on 12 hours later with no issues. The loss adjusters therefore sent a plumber out to look at the fridge. The plumber reported that there were no faults with any of the and they could not find any fault with the fridge. esure says it also contacted the manufacturer of the fridge and it told esure that its appliances would not hold the amount of water Miss K had reported, although it is fed by a water supply pipe, which if damaged could leak and would continue to leak, but this would be outside the fridge. However, as the plumber found no fault with any part of the fridge, including the water supply line to the appliance, the loss adjusters said they could not validate the claim. Esure therefore concluded there was no evidence to support the events reported and the validity of the claim, so it rejected it.

Miss K is unhappy with this. She says the plumber said a pipe in the fridge was blocked but did not include this in their report. Miss K has also sent in some photos to support her claim, including of a water-stained curtain, which she says shows how high the water was.

One of our Investigators looked not the matter. She did not recommend the complaint be upheld, as she was satisfied that esure was entitled to reject the claim on the evidence provided.

Miss K does not accept the Investigator's assessment, so 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.

Miss K has a household buildings and contents policy. Like all insurance policies it does not cover every eventuality or incident which might befall the insured property. Rather, the policy sets out specific incidents which will be covered and in turn this cover may be subject to specified exclusions. We would generally accept that insurers are entitled to decide what risks they want to cover and what risks they want to exclude.

The section of cover relevant to this claim is the section of cover for damage caused by escape of water. It states:

“Escape of water/burst pipes

What is covered?

We will pay for loss of or damage to Your Buildings or Contents as a result of water escaping from water tanks, pipes, fixed equipment, any domestic appliance or fixed heating systems, or as a result of water freezing in water tanks, equipment or pipes.

What am I not covered for?

We will not pay for loss or damage:

- *if Your House is Unfurnished or Unoccupied*
- *caused by overflowing water from wash basins, sinks, bidets, showers, and baths as a result of the taps being left on*
- *caused by failure or lack of appropriate sealant and/or grout*
- *caused by gradual operating cause*
- *to the tank, pipe or installation itself if caused by normal wear and tear*
- *to Your Buildings resulting in Subsidence, Heave or Landslip caused by the escaping water.”*

It is for Miss K, as the claimant, to establish that she has a valid claim under the policy. If she is able to establish, on the balance of probabilities, that an insured event happened - so in this case that there was an escape of water within the policy period which caused the damage she is claiming for - then esure must meet the claim unless it can establish, again on the balance of probabilities, that there is an exclusion that applies.

I have considered all the information provided very carefully to see if esure has acted fairly in refusing Miss K's claim.

Miss K reported that within around an hour her fridge had leaked to the extent that water filled the downstairs of her property (the kitchen, hallway and lounge) with around four inches of water and that more water gushed out of the fridge freezer when she opened it. Miss K also says that she shut off the mains supply to the house and the leak stopped and that she turned the water back on the next morning and the leak did not recur. No repair work had been done to the fridge or any part of the house in that time.

I have also considered the record of the plumber's visit to Miss K's property dated 21 May 2024, which says: *“our plumber attended as arranged and checked over the plumbing*

connected to the fridge freezer as agreed. He was unable to find any leaks or any evidence of leaks from the water supply or any pipework connected to the fridge freezer. Photos are attached showing the connections which were all in good working order. Obviously we are unable to advise if there has been an issue with the fridge freezer itself”.

I note that Miss K says the plumber told her that a pipe in the appliance was blocked. However, this is not in the report quoted above. The plumber was clear that there were no leaks or evidence of leaks from the water supply pipe or any pipework connected to the fridge. I am satisfied that esure is entitled to rely on the written report.

I also note the comments of the manufacturer. I can see that mains supply line to the fridge freezer could leak and could flow at a significant rate. However, there is no evidence that there was a leak from the supply pipe, as the plumber found no fault with it and Miss K has not said she had anything repaired. And there is no evidence that the leak came from any other part of the property.

The loss adjuster’s report also says there was no visible damage to skirting boards or plinths in kitchen, which they would have expected with the extent of the leak reported. The report soes say that they identified historic mould to a ceiling under a flat roof that they said was failing and mould on a skirting board and part way up a wall in a corner of the kitchen. The suggestion is that these are unrelated, as they would have been there for some time.

I have also considered the photos provided by Miss K. I can see there are water stains to some curtains. There is also a picture of the inside of the fridge, which appears to be wet. These photos do not in themselves establish that there was an escape of water from the fridge that caused the damage claimed for.

Having considered everything carefully, given that no fault could be found with the fridge and the leak did not recur after Miss K turned the water back on, even though no repairs had been done, it is difficult to conclude that the escape of water was due to an event cover under the section of the policy quoted above. I do not therefore consider that Miss K has done enough to establish her claim under the policy and it follows that on the current evidence I do not consider I can reasonably require esure to meet the claim.

Finally, I note that Miss K asked the Investigator recently about her possessions. It is not clear from the file but it seems she suggests that esure took her furniture and rugs when the loss adjusters first attended. As this did not form part of the initial complaint to us, I cannot make any order about what should happen about Miss K’s possessions in this decision. But if esure did remove them it needs to act reasonably and that would include arranging their return as soon as possible. Miss K can refer back to us if she is unhappy about this aspect of her claim.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr D and Miss K to accept or reject my decision before 14 February 2025.

Harriet McCarthy
Ombudsman