

## The complaint

Mr D and Miss K's complaint is about the handling 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 held household insurance policy with esure. In January 2024, Miss K contacted esure to make a claim for damage to her furniture and rugs, as a result of a water leak.

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, which Miss K reported had come from her fridge. esure arranged for a plumber to attend and inspect the fridge. They could not find any faults with the fridge and esure noted the water was turned back on 12 hours later with no issues. As a result of this, 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 was unhappy with the rejection of her claim, so brought a complaint to us. I issued a final decision on that complaint in January 2025. I concluded that there was not enough evidence that an insured event had occurred, so I did not consider I could reasonable require esure to meet the claim.

I commented in that decision that Miss K had asked about her possessions. I said:

*"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."*

Following this, Miss K raised another complaint about her possessions. She says they were removed by the loss adjusters before the claim was rejected and she was not given any choice, or warned that if the claim was rejected, she'd lose all her possessions. Miss K says she does not want the items back, due to the condition they will be in after all this time and she also doubts esure still has them. Miss K therefore wants the items replaced or a cash payment for their value.

Esure said the items were removed to be disposed of because they were deemed to be beyond economic repair and this was signed off by Miss K. It says the disposal cost £1,287 and it also spent a total of almost £4,500 for the claim, including the disposal and drying out of the property, so it will not be funding the replacement of the items.

Miss K remained unhappy with this, so asked us to consider the matter.

One of our Investigators looked into the matter. He did not recommend the complaint be upheld. The Investigator said that the reports showed it was a reasonable step to remove the items, due to the damage to them and there was no evidence they were salvageable. The Investigator also said that Miss K was told the items would be disposed of, so he cannot say it is unfair or unreasonable to not return them; and, as they were beyond economic repair it is likely Miss K would have had to pay for their disposal if esure hadn't.

Miss K does not accept the Investigator's assessment, so it has been passed to me.

Miss K says that esure should have told her that there was a chance the claim would not be met and that in that case, she would not get her possessions back. She would have then had the choice of keeping the items and letting them dry out herself. Or esure should have sent a fridge engineer and inspector immediately before deciding to remove the furniture but the loss adjusters just took the items away without any explanation whatsoever. Miss K says this is the first insurance claim she has ever made; she was truthful about the claim and has been left with an empty house.

### **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.

I can see from the file that the loss adjusters removed for disposal a recliner chair, a footstool, two sofas, three rugs, a cabinet, a door mat, a bath matt, radiator and carpets. The loss adjuster's report said the carpet and underlay was saturated. I note it says it also sanitised the affected areas. The evidence shows that Miss K agreed to this at the time and she knew the items were to be disposed of.

I can see Miss K's point that she was not told there was a possibility the claim would be declined, in which case esure would not replace the damaged items it had removed.

However, having considered everything carefully, I do not think that esure acted unfairly or unreasonably. The evidence is that the items were damaged beyond economic repair. There is nothing in the evidence provided to me that would demonstrate they could have been cleaned, or simply left to dry out. esure proceeded with the claim in the expected manner and arranged their removal and had the property dried out with the use of dehumidifiers. It is not unusual for new information to arise as a claim progresses and in this case, it was necessary to get an inspection of the fridge to validate the claim. However, I am not persuaded that it would be a reasonable for an insurer to leave a property in the damaged state while that was done, or to wait until all possible information about a claim is gathered.

However, even if I am wrong about this, and for argument's sake esure should have left the items until it confirmed it would meet the claim, I do not think it would have made any difference to Miss K's position now. I say this because, as mentioned, the evidence is the items removed were damaged such that they had to be disposed of and could not be restored. Therefore, if esure had not removed them and disposed of them, it is likely Miss K would have had to do so at her own expense. I can see why Miss K considers this unfair, as she clearly had damage to her home but this was not as a result of an insured event.

Having considered everything carefully, I am afraid I do not consider I can reasonably require esure to replace or pay the value of the items removed.

### **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 30 December 2025.

Harriet McCarthy  
**Ombudsman**