

## The complaint

Mr H has complained about Zurich Insurance PLC's decision to decline a claim he made for an escape of water at his home under his holiday home insurance policy.

Mr H is being represented by in his complaint by business 'C'. For ease I'll mainly refer to Mr H as the complainant in my decision.

## What happened

Mr H bought a holiday home insurance policy with Zurich. He left the holiday home to travel in September 2022. Unfortunately in December 2022 a neighbour discovered there was a leak from a frozen main pipe which had burst, causing damage to the home.

Mr H made a claim to Zurich. But Zurich declined Mr H's claim because it applied an exclusion for cover where the property is left unoccupied unless the stopcock has been turned off.

Mr H says he turned the stopcock off to the best of his ability.

Our Investigator didn't recommend the complaint should be upheld.

Mr H's representative didn't agree. In summary he says Mr H is a frequent traveller and always closes the stopcock to the best of his ability. Stopcocks fail like any other plumbing fitting. He says it's possible the stopcock failed after Mr H turned it off in September 2022 which led to the leak in December 2022.

So they want an ombudsman to decide.

## 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.

Mr H's policy set outs the following terms and conditions which Zurich has relied on in declining the claim. The policy provides a definition of the term 'unoccupied' as;

*"When the holiday home is:*

- not being lived in and occupied overnight by you, your tenants or your invited guests, or*
- not booked for a short term rental period"*

Zurich provides cover for specific insured events, so it doesn't cover every eventuality. It says:

*"What is covered*

*This insurance covers the buildings for physical loss or damage caused by*

*4. escape of water from or frost damage to fixed water tanks, apparatus or pipes"*

and;

*"We will not pay*

*c) for loss or damage while the holiday home is unoccupied unless you or a responsible adult representative of yours turns off the water at the mains stopcock.”*

It doesn't appear to be in dispute that a leak did occur - but the reason for decline is that the stopcock wasn't fully turned off.

Mr H said that a neighbour discovered the leak, and another person listed to check on the property called 'J' attended. J said he was able to turn the stopcock further which stopped the leak.

A plumber attended and recommended the stopcock be replaced as it 'doesn't turn off fully'.

Taking into consideration the comments by 'J' and the plumber, Zurich's policy doesn't provide cover for every eventuality. It excludes cover in the following circumstances:

*“What is not covered:*

*1. Any loss or damage:*

*caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.”*

Mr H's representative says that it's possible that the stopcock failed after Mr H turned it off in September 2022 - and that he correctly fully turned it off before leaving.

From all of the available information, it seems the stopcock was either not fully turned off, failed, was faulty, or stopped working due to a gradually operating cause. And in any of these circumstances, Zurich doesn't provide cover as set out under the policy.

I am sorry to disappoint Mr H and I've no doubt the experience of dealing with water damage - as well as having his claim declined - has caused upset, worry and inconvenience. But I can't safely conclude that Zurich has acted unreasonably in declining the claim. So I'm not asking it to do anymore.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 October 2023.

Geraldine Newbold  
**Ombudsman**