

## **The complaint**

Mrs K complained that her claim for escape of water was unfairly declined under her home insurance policy with UK Insurance Limited ("UKI").

## **What happened**

Mrs K made a claim to UKI when she noticed water staining to her kitchen ceiling. The leak appeared to be coming from the vicinity of her upstairs bathroom.

UKI appointed a leak detection specialist to identify the cause of the leak and to review the subsequent damage. Based upon the findings of the specialist, UKI decided to decline the claim.

Disappointed with the outcome, Mrs K commissioned her own plumber to identify the cause of the leak. The plumber detected a leak in the inlet pipe servicing the shower. However, UKI thought the investigations carried out by the leak detection specialist were thorough and comprehensive. It said the pipes were pressure tested, so if there was a leak this would've been picked up during this process. So, UKI maintained its decision to decline the claim.

Our investigator decided to uphold the complaint. She thought there was evidence of two leaks, so thought the claim should be re-considered based upon video evidence provided by Mrs K. She also awarded £150 compensation for the distress and inconvenience caused. UKI disagreed, so the case has been referred to an ombudsman.

## **My provisional decision**

I made a provisional decision on this on 24 April 2023. I said:

*"I can see the policy includes cover for escape of water, however, it does exclude any cover for "damage caused by the failure, wear and tear or lack of grouting or sealant". UKI thought the poor condition of the sealant around the shower tray is what led to the leak, not an escape of water from a pipe.*

*I have reviewed the report provided by the leak detection specialist and it appears detailed and has followed a set process of tests to identify the cause of the leak. I can see the leak detection specialist concluded the shower seals were the cause of the leak. So, at this juncture I would say UKI were fair to decline the claim, as it based its decision on the opinion of an expert.*

*However, as Mrs K doubted the opinion of the leak detection specialist – she appointed her own plumber at a cost of £120 to specifically investigate the cause of the leak in the vicinity of the bathroom. The plumber reported his findings in an email. He said "upon inspection of the shower, I removed the bottom plinth and immediately noticed either the cold or hot water feed to the shower leaking continuously, to gain access to this pipework the shower tray will need to be removed or access if possible from the bedroom that backs onto the shower, I highly recommend sorting this issue ASAP as it will continue to cause damage. There is also*

*a leak in the corner where the wall boards meet into the trim, this was diagnosed when running the shower around inside the enclosure”.*

*UKI has challenged the findings of the plumber. It said, “as per the report [from the leak detection specialist] they have confirmed that they pressure tested the pipework (so increased the pressure through the pipe) and this would, normally show if there was a leak because the increased pressure would find the gap in the pipe and the pressure would drop. In this instance the pressure remained constant. They have also attached the pictures that they took which clearly show no moisture on the ceiling before flood testing and then provided this observation in his report”.*

*With both parties providing contradicting evidence, it makes it difficult to arrive at a decision. However, Mrs K allowed her plumber to cut into her wall to try and identify the cause of the leak. She has provided a video which highlights water constantly dripping from the inlet pipework. I find this persuasive. I think it demonstrates the leaking pipework was significant and was the main cause of damage. Mrs K has testified that the shower hasn’t been used recently. I appreciate the leak detection specialist identified some water leaking through the seals but having reviewed the photos – I don’t think the condition of them is that poor. I don’t think any leakage through the sealant would’ve caused such significant damage. So, I don’t think UKI has been fair in declining the claim and I intend to uphold this complaint.*

*I intend to require UKI to settle the claim in line with the remaining terms and conditions of the policy. I also intend for UKI to reimburse Mrs K the cost of the plumber for £120 (the receipt has been provided). This effort would’ve inconvenienced Mrs K and the loss of the shower for a period would’ve caused further distress and inconvenience to the family. Mrs K also explained how the damage to her home limited the entertaining she could do. Therefore, I intend to award £250 in compensation”.*

## **Responses to my provisional decision**

Mrs K accepted my provisional decision and didn’t have anything further to add.

UKI disagreed with my provisional decision. It said, “*all the evidence shows there was no leak present at the time of [the] inspection*”. The leak detection specialist reviewed the video provided by Mrs K’s plumber. The specialist said “*I’m sorry but this just doesn’t add up. The leak on the elbow shown by the policyholder’s plumber is obviously leaking but was not there at the time of the investigation. There was no water dripping through the ceiling and no thermal anomalies - both of which you would have if there was a constant leak on the elbow on the first floor*”.

## **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 understand UKI has said the tests carried out by its leak detection specialist showed no leak on the elbow. However, when both parties provide contradictory evidence, I must decide what I think is most likely to have happened. Whilst I can’t be certain, I set out in my provisional decision, I think it’s more likely that the leak on the elbow caused the main damage. I think it’s too much of a coincidence that Mrs K would experience another significant leak in such a short space of time.

I’m not going to speculate why the leak detection specialist’s conclusion was different to the plumbers. However, based on what has been presented, I still uphold this complaint. I think the video of the leak is more persuasive than what the tests have highlighted.

## **My final decision**

My final decision is that I uphold this complaint. I require U K Insurance Limited to:

- Settle the claim in line with the remaining terms and conditions
- Reimburse Mrs K £120 for her plumber
- Pay Mrs K £250\* compensation – for distress and inconvenience.

\* U K Insurance Limited must pay the compensation within 28 days of the date on which we tell it that Mrs K 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 Mrs K to accept or reject my decision before 8 June 2023.

Pete Averill  
**Ombudsman**