

## **The complaint**

Mr L and Mrs T have complained that Liverpool Victoria Insurance Company Limited (LV) unfairly declined a claim under a home insurance policy.

References to LV include companies acting on its behalf.

## **What happened**

Mr L and Mrs T contacted LV to make a claim when they found water damage to the floor and beams under a shower tray and to the kitchen ceiling. LV assessed the claim and declined it. It said the escape of water was due to the shower screen/ seals, which was an exclusion under the policy.

When Mr L and Mrs T complained, LV maintained its decision to decline the claim. It said the evidence showed that the water was leaking through the shower door. This wasn't an insured event under the policy. The failure of sealant, maintenance issues and wear and tear were exclusions under the policy. However, it offered £50 compensation for delays in receiving the outcome of the claim.

So, Mr L and Mrs T complained to this service. Our investigator didn't uphold the complaint. He said it was reasonable for LV to decline the claim on the basis that there was an issue with the sealant, which wasn't covered by the policy.

As Mr L and Mrs T 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 don't uphold this complaint. I will explain why.

When a policyholder makes a claim, the onus is on the policyholder to show they have a valid claim under the policy. An insurer will often assist with this by sending a surveyor or other appropriate professional to assess the situation. In this instance, LV sent a building company initially. That company said trace and access was required, so a leak detection company visited. This company assessed that the escape of water was due to shower tray movement and that the sealant to the shower screen had failed.

I'm aware Mr L and Mrs T have said there were issues with the report findings, so I've thought about this. The report referred to the shower "*door*", but Mr L and Mrs T have said it was a shower "*screen*". I've seen photos that LV had of the screen. So, I think there was more information available than just that word to understand the area of damage.

Mr L and Mrs T have also said the second report was updated and that this wasn't clearly reflected in the report, such as by changing the date or making it clear what the changes

were. I can't tell a business how it should write a report and I haven't seen anything to suggest these points made a difference to the fairness of claim decision.

Mr L and Mrs T have also said the report said the sealant was in good condition. Looking at the report, I agree this was the case. However, while the claim was being assessed this information was checked with the leak detection company, who said the although the seals looked in good condition, they were passing water in areas and possibly for some time. It said the seals had possibly been recently renewed in an attempt to stop the leak. It was also confirmed that there was no evidence of an escape of water at the property from pipework. I'm aware this wasn't in the report, but it isn't a requirement that everything be documented in a report.

So, I don't think any of these issues showed that the overall findings couldn't be relied on. Where there were issues or concerns, these were checked to ensure it was clear what had been found. I haven't seen anything to suggest these issues made an unfair difference to how the circumstances of the claim were considered or understood.

Looking at the policy wording, this said it covered "*Water or oil leaking from any fixed tank, domestic appliance or pipe*". Mr L and Mrs T haven't provided evidence that any of these were the source of the leak. LV also didn't find this to be the cause of the damage. This meant there wasn't an insured risk under this part of the policy. However, LV did find evidence of issues with the sealant. It assessed this had been allowing water to pass through it for some time and that it was likely this had caused the shower tray to drop. The policy specifically said it didn't cover "*damage caused by failure, wear and tear or lack of grouting or sealant*". The policy also had a general exclusion for things that happened gradually, such as wear and tear.

So, based on what I've seen, I think it was fair for LV to decide there wasn't cover under any part of the policy and for it to decline the claim.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs T to accept or reject my decision before 19 February 2024.

Louise O'Sullivan  
**Ombudsman**