

The complaint

Mr B and Miss J have complained about the way Liverpool Victoria Insurance Company Limited (LV) handled a claim under their home insurance policy.

What happened

In July 2023 Mr B and Miss J made a claim to LV for accidental damage to their bath. LV accepted the claim and arranged for a plumber to replace the bath. The job was finished in November 2023.

In February 2024 Mr B and Miss J contacted LV again to say that there was a water leak which had caused part of the kitchen ceiling to fall down. Later Mr B installed a shower screen over the bath. LV asked its plumber to investigate. They found no leaks under the bath and thought the main cause of the water damage was the silicon around the bath screen not having been applied properly by Mr B. They didn't accept that the new water damage was related to the works that had been carried out in relation to the claim. They said they had filled the bath with water and there had been no leak when they let the water out. The bath waste had been tightly fitted. Miss J thought this was because they had used cold water which didn't cause the plastic in the U-bend to expand as much as hot water would have.

In March 2024 Mr B and Miss J sent LV photos showing that there was a water leak under the bath.

Mr B and Miss J brought their complaint to this service. LV accepted that the bath waste was leaking now but still maintained that it hadn't been leaking when its plumber had been at the property.

I issued a provisional decision explaining why I was minded to uphold the complaint. An extract from my provisional findings is set out below:

"According to the claim notes no water damage was caused before the original bath was replaced as part of the claim. On inspection after the damage to the ceiling became apparent, LV's plumber reported that they'd found the area underneath the bath to be dry and the bath waste pipe tightly fitted. That led them to conclude that the leak was due to a 3mm gap in the sealant around the bath and people not using a bathmat or towel when they stepped out of the bath (something which Mr B and Miss J strongly deny). The policy doesn't cover loss or damage caused by the failure or lack of bath sealant.

I accept that water can get through a tiny gap in sealant and then cause damage underneath. But that usually takes place over a long period of time rather than, as in this case, just several weeks. I agree with our Investigator that such extensive damage was unlikely to have been caused by the small amount of water running down the side of the bath as shown in one video. In addition the photos taken by LV's plumber do show water under the bath near the waste pipe.

It's not unreasonable to conclude that this amount of damage (a large hole in the kitchen ceiling) warranted further investigation. Since Mr B and Miss J had trace and access cover in

their policy covering them for up to £5,000 of costs in finding the source of an escape of water, I think LV should have been more proactive in offering them that as an option. Instead Mr B and Miss J have spent about nine months so far living in a property without full use of their bathroom and an unsightly hole in their kitchen ceiling. The inconvenience they experienced went beyond what might be considered reasonable and I can see that this has affected Miss J in particular quite badly. I think LV should pay £500 compensation for the trouble and upset it caused by its failure to investigate the leak more thoroughly.

I'm only deciding this case on the balance of probabilities, not beyond reasonable doubt. In other words, I'm looking for evidence as to the most likely cause of the damage. Both parties accept that there definitely is a leak from the waste pipe now but LV disputes that this caused the original damage to the kitchen ceiling. To my mind the photographic evidence supports the view that there the leak was under the bath rather than at the side. Also it seems to me that the damage was most likely caused by a larger volume of water than could have seeped through a tiny gap in the sealant.

So I am persuaded that the weight of all the evidence suggests that the leaking waste pipe caused the water damage. LV has suggested that doesn't necessarily mean its plumber fitted it incorrectly and it could have come loose in the intervening time. That is of course possible but as explained above, I'm looking at what is most likely to have happened. Given the relatively short time since the bath was installed, I think a fault with the installation of the bath is the most likely cause of the damage.

LV had an obligation to ensure that a full and effective repair was carried out. As I think it's likely it didn't do that as part of the original claim, I provisionally think it should now put right the issues arising from this (that is, repair the leak to the waste pipe and the water damage) without Mr B and Miss J having to make a second claim."

In summary Mr B and Miss J made the following points:

- They were aware the bath was leaking from December 2023 but first tried to get LV's plumber to repair it
- They didn't install the shower screen until at least March, long after the leak had started.
- A three day job turned into weeks and wasted a lot of their time.

LV said the evidence of the photos shows there was no leak from the waste pipe at the time of the revisit. It said according to Mr B and Miss J the leak had started after the shower screen had been installed by Mr B.

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.

This is a finely balanced dispute involving conflicting opinions on the likely cause of the water damage – that is whether the water was coming from the waste pipe under the bath or through a gap in the sealant. However, both parties agree that the waste pipe is now leaking.

According to LV's claim notes Mr B and Miss J told LV's plumber that the water staining had got worse after the shower screen had been installed. This implies to me that there had been some water staining before this. This contradicts what LV said in response to my provisional decision.

All things considered, I'm not persuaded to change my provisional findings and they now form part of this final decision. I think it's more likely than not that a leak from the waste pipe

was the cause of the original damage. I'm not persuaded LV treated Mr B and Miss J fairly when not accepting responsibility for the damage caused. So it follows I'll be directing LV to put things right for Mr B and Miss J.

Putting things right

To put things right I remain of the view that LV should pay compensation of £500 for the trouble and upset caused. It should also repair the waste pipe and water damage.

My final decision

For the reasons set out above, I uphold this complaint and require Liverpool Victoria Insurance Company Limited to:

- pay Mr B and Miss J £500 compensation for the trouble and upset it caused them; and
- arrange for the leak to the waste pipe and the water damage to be repaired.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Miss J to accept or reject my decision before 7 February 2025.

Elizabeth Grant
Ombudsman