

## **The complaint**

Mr M has complained about the settlement paid by AXA Insurance UK Plc under his caravan insurance for damage from an escape of water.

## **What happened**

Mr M noticed the caravan's floor was wet after having a shower. Following investigation, a large part of the caravan's floor was wet and damaged, so this leak had been going on for some time.

Due to his caravan park's restrictions, Mr M was only able to get two quotes from the approved contractor list. On this basis, AXA settled the cost of Mr M's claim, but it deducted the cost of replacing the shower pod, as it believed this was the cause of the leak.

Given how the repairs needed to be done, which included taking the shower pod out to fix the floor underneath, Mr M said the shower pod had to be replaced anyway so it shouldn't be excluded from the claim. AXA remained adamant given the policy wording that the cause of the leak could not be covered by the claim.

AXA noted that the photos showed the shower pod had had a crack repaired which appeared to have failed, allowing the leak to continue which then caused the damage over time. And given the exclusion of wear and tear over time, that also meant the cost of the shower pod wasn't covered.

Mr M remained dissatisfied, so he brought his complaint to us.

The investigator ultimately decided to uphold Mr M's complaint. He didn't think there was sufficient evidence to show the shower pod had previously been damaged or that the repair had failed. Mr M's testimony was that a shower caddy had fallen down during a storm. This would be an insured event under the policy which meant the cost of replacing the shower pod should be covered, as it was then accidental damage. This meant the shower pod wasn't damaged gradually over time, as in any repair to it began to fail.

Therefore, as Mr M decided to replace the shower pod in line with the contractor's quote, the investigator thought AXA should refund Mr M the £1,400 he paid with interest. AXA should also pay Mr M £150 compensation.

AXA didn't agree. It said the photos and report from the contractors showed a crack. This crack had sealant on it which wasn't recent and which failed. Therefore, it thought it was showing a failed repair. But as Mr M wasn't aware of any crack until after the event, the investigator then didn't think the evidence was as conclusive as AXA believed. Mr M also thought that the photo was showing the sealant around the bottom of the shower tray and that AXA mistakenly thought that was a failed repair given the sizing issues of the photo. Mr M was adamant he has never made a repair to the shower pod plus his caravan was subjected to annual safety checks and nothing was found in those checks either to show any problem. The contractor made no comments about a crack being previously repaired either.

Therefore, the investigator didn't think this was persuasive enough.

So, as AXA didn't agree Mr M's complaint has been passed to me 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.

Having done so, I'm upholding this complaint along the same lines as the investigator. I'll now explain why.

First, it's necessary to look at what the policy provides. The policy says the following under 'Escape of water':

*'Your cover for escape of water is designed to cover damage to Your property caused by water leaks.*

*...*

*In addition, many claims occur due to water leaks caused when the seals around Your bath or shower have worn away.*

*Pipes often burst because they have worn out. If this happens, We will be able to pay for the damage the water causes but not to repair the pipe itself.'*

Under the gradual deterioration/maintenance general exclusion it says it will not pay for:

*'Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus, and costs that arise from the normal use, maintenance and upkeep of Your Holiday Home.'*

Under 'What is covered' it says:

*'Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured cause or cover is operative.*

*...*

*If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.'*

Clearly the policy does cover accidental damage and indeed damage from an escape of water.

So, what is at issue is whether the crack in the shower pod was previously repaired and then slowly failed, or whether the shower pod cracked given the shower caddy could have fallen during a storm as Mr M thinks, which then cause the leak to occur which took some time to cause the wetness underfoot so as to be discovered.

The evidence from the contractor in the quote dated 14 May 2024 simply says the following:

*'To remove shower pod, all damaged flooring, joists, vapour barrier and insulation... Shower Pod will be to the closest match possible due to the age of the caravan.'*

Then the contractor wrote a further undated report which said the following:

*'On inspection of the above mentioned caravan for the second time, we found the following.'*

*The potential leak that has caused the water ingress into the flooring and caused the damage, In our professional opinion has been due to a crack in the shower pod (photo attached in email).*

*We have had access to underneath the caravan, we have opened the water membrane and insulation to take photographs of the flooring directly under the shower (photographs attached).*

*If you do not agree with our findings, we have no problem with removing the original shower pod. This will need to be taken out via the side of the caravan, but this will incur an additional charge as we will have to remove window, external tin panels, and cut a section of the external wall to remove the shower pod.*

*We will remove the damaged flooring underneath the shower, replace with new flooring and put the original shower pod back into place (the pod needs removing to replace the damaged flooring regardless).*

*We will not guarantee any leaks in the future coming from the original shower pod.  
...*

The contractor then sent a further report again undated which said the following:

*'On inspection of the shower pod when we began to take it out. There was a hairline crack in the bottom tray of the shower base.*

*This could have been caused with something being dropped on it, or when or if someone could have fallen in the shower.*

*It caused the leak which in turn caused the damage to the flooring that we have repaired.*

*I have sent numerous photographs before during and after the damage to the flooring and shower pod.'*

There is no mention that this hairline crack was repaired with sealant which then failed which is what AXA believes. So, I consider Mr M is more likely right that what AXA is identifying is the edge of the shower tray which the seller of the caravan overlaid with new sealant to cover up the yellow older sealant to make it look nicer. Sadly, none of the photos are numbered, dated or captioned which does make the identity of which photo anyone person is talking about to be more difficult.

Mr M remembers the shower caddy fell into the base of the shower pod during a storm. The contractor clearly found a crack in the bottom of the shower caddy untouched by any sealant, as none was mentioned. I consider sealant would have been mentioned by the contractor if it was there, as they would understand that if it was failed sealant, it would have been a wear and tear claim at least.

So, on the balance of probabilities, I consider it's more likely than not that the shower tray did have a crack which went unnoticed until the water damage was noticed. I don't consider anyone covered that crack with any sealant either. I consider the crack was most likely caused by accidental damage most likely caused by the falling shower caddy as Mr M remembers. Given Mr M said his caravan is subject to annual safety checks by the park owners and nothing was raised about failing shower sealant, is also persuasive.

Therefore, it follows that I consider the cost of replacing the shower pod is most likely an insured event namely being accidentally damaged too.

So, I consider that it's fair and reasonable that the cost of the replacement shower pod should be paid by AXA as a valid part of Mr M's claim, with interest.

I also consider that AXA given its refusal to consider the shower pod has put Mr M to some unnecessary trouble and upset for which compensation should be paid. I'm of the view the amount of £150 compensation suggested by the investigator is fair and in line with our stated approach which is more fully detailed on our website

### **My final decision**

So, for these reasons, it's my final decision that I'm upholding this complaint.

I now require AXA Insurance UK Plc to do the following:

- Refund Mr M the sum of £1,400 for the cost of replacing the shower pod which was in line with the contractor's quote. Add interest of 8% simple per year from the date Mr M paid for the shower pod to the date it refunds him. If income tax is to be deducted from the interest, appropriate documentation should be provided to Mr M for HMRC purposes.
- Pay Mr M the sum of £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 10 July 2025.

Rona Doyle  
**Ombudsman**