

The complaint

Mr B complains that Royal & Sun Alliance Insurance Limited (“RSA”) unfairly declined his home insurance claim.

RSA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As RSA has accepted it is accountable for the actions of the agents, in my decision, any reference to RSA includes the actions of the agents.

What happened

Mr B made a claim under his home insurance policy with RSA after discovering damage to his property due to an escape of water. RSA advised Mr B to get a plumber to locate the leak and repair the pipe.

After Mr B provided some information about the cause of damage, RSA arranged for a surveyor to visit the property. The surveyor concluded that the damage had been caused by failed sealant and grout around the shower tray. This was excluded under the policy, so RSA declined Mr B’s claim

Mr B raised a complaint, but RSA maintained its position. So, Mr B asked the Financial Ombudsman Service to consider the matter.

Our investigator didn’t think Mr B’s complaint should be upheld. She thought RSA’s decision to decline the claim was fair.

Mr B disagreed with our investigator’s outcome. He said the shower had been replaced four years before he’d made the claim, so he didn’t believe the sealant had failed. He said RSA’s survey was conducted several days after the removal of the shower tray, seal, plumbing and its surround and it did not accurately represent the original findings. The surveyor had wrongly positioned the waste pipe and its associated plumbing in his report. He felt little regard had been given to the findings of the sub-contractor or plumber who originally surveyed and commenced the work on the shower base and plumbing.

As Mr B disagrees with our investigator’s outcome, his 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’ve decided not to uphold Mr B’s complaint. I’ll explain why.

RSA has relied on the following policy exclusion to decline Mr B’s escape of water claim:

“Loss or damage caused... by the inadequacy or absence of appropriate sealant or grout.”

RSA’s surveyor’s report says:

"We do not believe that there is any evidence of any issues with the waste or the plug around but it appears to be resealed in. The issue does appear to be where the seal has failed around the complete perimeter of the tray allowing water to escape for an extended period of time which has resulted in the floor boards rotting, much further away from the waste which was located in the top right hand corner where both walls meet. You can see that the floor have [sic] boards have rotted all the way down to the bottom right hand corner of the tray, a full tray length away of the tray from the waste... The damage is not consistent with an escape of water from pipework but failed sealant and grout from the shower tray."

Mr B says the surveyor wrongly positioned the shower waste pipe in his report because he said it was located to the top right of the shower tray. Mr B says it was located to the top left of the shower tray where the water damage was most prevalent.

The photographs Mr B has provided show the shower waste was in the corner of the room. This could be described as being in the top right or top left depending on which angle it is viewed from. Given that the surveyor has described the location as being *"where both walls meet"*, I'm not persuaded he got the location of the waste wrong in his report.

I can see quite a lot of water damage in this area in the photographs. However, this doesn't appear to be limited to the waste area of the shower. It looks like there is also damage around the perimeter of the shower and beyond this.

Mr B has provided an email from the plumber who removed the shower tray which says:

"Upon inspection of the shower tray and screen (before removal) I could see no obvious evidence of silicone seal failure between the tray and wall panels. The silicone appeared to be clean and complete. As I was removing the tray I had to cut out the silicon seal to be able to move the tray away from the wall panels. Inspection of the shower waste trap revealed a failure of the rubber seals and dirt and mould on the outside of the trap. Once the tray was removed I could see a lot of water damage to the woodwork and brickwork beneath the trap. However, there was also damage around the perimeter of the tray so silicone sealant failure could not be dismissed."

I appreciate Mr B believes the damage should be covered by the policy. But I've needed to decide what I'm most persuaded by, considering the evidence available to me. RSA's surveyor concluded that the damage was consistent with a failure of the sealant around the perimeter of the shower. The photographs I've seen support the surveyor's findings. Moreover, Mr B's own contractor confirmed there was damage around the perimeter of the tray and said he couldn't rule out the possibility that the sealant had failed.

While there may have also been damage caused by a failure of the rubber seal in the shower trap, based on what I've seen, I think it's likely that the main cause of damage was the sealant failure. So, I think it was fair for RSA to rely on the policy exclusion it did to decline the claim.

I know my answer will be disappointing for Mr B, but I'm satisfied that RSA has acted fairly and reasonably, in line with the terms and conditions of the policy.

My final decision

For the reasons I've explained, I don't uphold Mr B's complaint.

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

Anne Muscroft
Ombudsman