DRN-5550038

The complaint

Ms K has complained about her let property insurer Royal & Sun Alliance Insurance Limited because it has declined her claim for escape of water.

What happened

Ms K called RSA in August 2024 to make a claim. She sent RSA a quote which said due to a potential escape of water, the kitchen worktops and units needed replacing. RSA reviewed some photos which showed a large gap in the worktop behind the sink. It didn't think there was enough evidence to show a one-off event had occurred to cause damage. In September it declined the claim. When Ms K complained it maintained that there was no cover under the policy for this damage. But it acknowledged a short delay when Ms K had sent her quote in and paid her £50 compensation. Ms K complained to the Financial Ombudsman Service.

Our Investigator reviewed RSA's reason for decline, the policy wording and the relevant photos. She was satisfied RSA's decision had been fair and reasonable. She also noted the short delay and compensation paid. She was satisfied that the payment was fair. So, she didn't uphold the complaint.

Ms K said she felt her quote had been ignored. She said the tenant hadn't told her the sealant behind the sink was failing, rather, one day, when she had attended the property for an inspection, the tenant showed her the hole behind the sink.

The complaint was referred for an Ombudsman's decision.

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 appreciate that this is an important issue for Ms K. I know she is facing having to replace the kitchen, which her quote shows that the labour alone for doing that will be nearly three thousand pounds. I can see why she thinks that loss should be covered by her policy with RSA. However, the policy with RSA won't cover for every instance of damage which might occur when a property is let to a tenant.

The policy with RSA explains that when an event occurs, the policyholder can make a claim for the resultant damage. The policy then lists those events, such as escape of water or 'any other accident'. So in any one instance of those events occurring, if they cause damage, then a claim can be made.

Here RSA has explained though that it does not think a one-off event of a water leak, or any other accident, did occur to cause the damage Ms K has claimed for. Rather RSA, having seen the photos of the back of the sink, thinks the sealant around the sink likely failed and that, gradually, over time, with wear and tear as well as a lack of maintenance, the large gap then appeared.

Having seen the photos I can see why RSA thinks that is the case. There is not just some sealant missing along the back of the sink, or where the worktop running behind the sink would have met the tiles – rather the, often slim, piece of worktop you would usually see running along the back of the sink is missing along most of the width of the sink and drainer. That seems to me to be indicative of damage occurring over time – as water, has gotten into this area of worktop, through failed sealant as water has splashed from the tap or sink, or due to occasional small overflows of water, it has become soft and, at some point, has started to break away and been removed by the tenant or fallen through, leaving a gap where it had been.

I know Ms K said she thought this might have happened when the sink was left on once overnight and overflowed. And RSA has referenced her quote for repair referring to the possibility of a leak. But no-one seems to know for sure that a one-off leak, or any other accident for that matter, occurred to cause this damage.

I note that recently Ms K has said the tenant didn't tell her anything was happening. But that doesn't mean nothing was. I also note Ms K has said that the tenant, one day, just showed her the hole. Ms K hasn't said the tenant said this hole just appeared one day, perhaps after the sink had been left on and overflowing overnight. I note the damage is isolated to the rear of the sink – the worktop surrounding the rest of the sink isn't reported to be damaged. Further there is no reference to damage to the kitchen floor/flooring which I might expect to see if water had been overflowing the sink on one occasion overnight.

Having reviewed the claim and RSA's decline, I'm satisfied its acted fairly and reasonably. RSA did note a short delay of a few days in assessing Ms K's quote. It's paid £50 for the upset its delay caused. I'm satisfied that's fair and reasonable too. As such I'm not upholding this complaint.

My final decision

I don't uphold this complaint. I don't make any award against Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 9 September 2025.

Fiona Robinson
Ombudsman