

The complaint

Mr R is unhappy with U K Insurance Limited trading as Direct Line's (UKI) decision to decline a claim made under his buildings insurance policy.

What happened

In April 2025 Mr R made a claim to UKI. He said his kitchen floor appeared to have dropped and he thought this was caused by moisture, although he didn't see any signs of an active water leak. But he arranged for his own independent contractor to visit his home. They noted a section of joist was rotten, floor tiles were cracked and loose and the floor level was dipping.

UKI's contractor attended in early May. They said the claim should be declined because there had been a breakdown of materials and damage had occurred gradually over time. UKI declined the claim and said the policy didn't provide cover for wear and tear, or damage that occurred gradually. Mr R complained but UKI didn't change the decision it made.

Mr R referred his concerns to this Service where they were considered by one of our investigators. They said UKI had fairly shown it could decline the claim on the basis both reports provided concluded there had been long term issues which caused damage. Mr R said there was a latent defect which he couldn't have known about due to its location, so it wasn't fair to rely on the exclusion to decline his claim. The case 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.

This decision focuses on what I consider to be the key evidence relevant to a fair and reasonable outcome. This reflects the informal nature of the service and isn't intended as a discourtesy. Having considered the evidence, I agree with the investigator's conclusion, and for largely the same reasons.

I've considered the policy term UKI is looking to rely on to decline Mr R's claim, which says:

- "This policy doesn't cover
Just like most insurers we **don't** cover:*
- *Wear and tear...*
 - *Any damage caused gradually."*

Mr R's own contractor said the damage had likely occurred because of a "*long-term minor leak contributing to the structural decline*". UKI's contractor initially said the cause of the damage was due failed sealant which resulted in water tracking down the back of the sink unit. Though UKI later said in its final response the consistent findings of both contractors were that the damage had occurred gradually.

I'm persuaded UKI took appropriate steps to investigate the concerns Mr R highlighted. I don't agree with Mr R's view that UKI ought to have carried out trace and access to find the source of the leak. I say this because two experts both indicated the leak happened historically and wasn't an issue causing damage when the claim was made. I'm satisfied UKI has sufficiently shown the damage occurred gradually over time, as supported by the two separate reports from appropriate professionals.

Whilst Mr R has said the damage was somewhere that wasn't visible so he couldn't have been aware there was a problem, he's also said the kitchen floor dropped or moved by a couple of inches. And it seems to have broadly been accepted the floor had been showing signs of sinking for some time before Mr R made his claim.

Mr R puts weight on the comments made by UKI's claim handlers and he says their comments suggested the decision to decline the claim should be overturned. However, I'm more persuaded by the two expert reports which were instructed by either Mr R or UKI, and both concluded the damage occurred gradually. As a result, I'm satisfied UKI have fairly relied on the above exclusion to decline the claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 25 February 2026.

Emma Hawkins
Ombudsman