

The complaint

Mr S is unhappy U K Insurance Limited (UKI) declined a claim made under his buildings insurance policy.

Any references to UKI include its agents.

What happened

In May 2025 Mr S noticed water damage to his lounge floor. The leak came from the adjacent bathroom, which was also damaged. Mr S says he contacted a plumber who identified the cause of the leak at the sealant around the bath.

Mr S contacted UKI but it declined his claim, saying the policy excluded damage caused by failing or failed sealant. Mr S complained saying he didn't understand how UKI could make the decision to decline the claim when no inspection had been carried out. He also considered the leak could have been caused by a small amount of movement around the bath.

UKI issued two final responses in June 2025. The first said the claim had been declined because the policy didn't provide cover for damage caused because of failed sealant. The second final response letter said Mr S believed the damage was caused by a slight movement in the bath. UKI said it wouldn't provide cover for poor workmanship – i.e. the bath being poorly installed and moving. UKI also said if Mr S believed the damage was being caused by the movement of the bath or property, he'd need to provide a report to support this. UKI said it wouldn't revisit the outcome of the claim.

Unhappy with UKI's decision to decline his claim, Mr S referred his concerns to the Financial Ombudsman Service. They were considered by one of our investigators who said he considered UKI had acted fairly in the circumstances. Mr S didn't agree and asked for his case to be referred to an Ombudsman.

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 reached the same conclusion as our investigator and for largely the same reasons.

I've listened to the call when Mr S follows up on his claim. In this call he talks about the sealant around the bath "*getting worse*". Based on what Mr S told UKI, it sought to rely on the below exclusion to decline the claim:

"We don't cover...

Damage caused by the failure, wear and tear or lack of grouting or sealant"

Based on the policy exclusion and the description of the damage Mr S gave, I'm satisfied UKI fairly relied on the exclusion based on the information available. I appreciate Mr S would have liked UKI to come out and inspect the damage before deciding the claim but here the information provided means the cause of the damage, as initially reported, wasn't covered by the policy.

Mr S later presented other reasons for why the damage might have occurred. The second was that potentially the bath itself was moving slightly, and water was travelling as a result of this. In response to this suggestion, UKI said it considered if the bath was moving, then this was likely to be poor workmanship – and relied on the below exclusion to decline the claim:

“Just like most insurers we don't cover:

- *faulty workmanship, faulty design or the use of faulty materials”*

I'm satisfied it's fair for UKI to conclude that if the bath was moving, it was likely this was due to faulty workmanship. Mr S then suggested that perhaps the building was moving or settling, and this was the cause for the damage. I think it's fair for UKI to say that if this was the case, Mr S would need to show an insured event had occurred by way of a report.

In summary, I'm satisfied UKI has fairly shown in the policy terms why it can decline the claim for the damage caused by the leak. Mr S has implied he thinks the claim should be considered under the Accidental Damage section of his policy, but he hasn't said why he believes this. UKI says the evidence provided indicated that the sealant failed over time, the damage wasn't covered by this policy. Given the plumber report provided by Mr S which said they had *“check plumbing, trace leak to seal around bath”* this would seem to indicate that the damage wasn't accidental.

A general principle of insurance is that the policy holder needs to show an insured event has occurred, and an insurer needs to show why a claim isn't covered. I'm satisfied that's the case here and UKI has fairly declined the claim so far. As a result, I'm not going to require UKI to take any further action to put things right.

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 S to accept or reject my decision before 20 October 2025.

Emma Hawkins
Ombudsman