

The complaint

Mr and Mrs W complain about how U K Insurance Limited (“UKI”) investigated and declined their home insurance claim for water damage. They also complain about how UKI responded to further evidence.

Mr and Mrs W are joint policyholders. However, I mainly refer to Mr W in this decision, as he brought the complaint to our service.

What happened

Mr W made a claim under his home insurance policy after part of the kitchen ceiling below his bathroom collapsed. UKI arranged for a surveyor to inspect the damage.

The surveyor concluded that the damage had been caused by water escaping over time due to compromised grout and sealant in the bathroom. UKI reviewed the surveyor’s report and declined the claim, relying on a policy exclusion for damage caused by the failure, wear, or lack of grout or sealant.

Mr W didn’t think this was fair and complained to UKI. He said the damage must have been caused by a leaking pipe underneath the bath. He also said UKI’s surveyor hadn’t carried out a proper inspection because he hadn’t removed the bath panel. Mr W explained that his own contractor had recently attended but hadn’t been able to remove the panel. Mr W later managed to remove it himself and was waiting for the contractor to return.

UKI didn’t uphold Mr W’s complaint. It maintained that declining the claim was fair based on the surveyor’s findings. However, it invited Mr W to provide further evidence from his contractor and said it would review any new information. A few days later, Mr W provided an email from his contractor which briefly referred to a further leak. UKI asked Mr W to provide the contractor’s full report so it could reconsider its position.

Mr W didn’t think this was fair, so he referred the matter to our Service. Our investigator didn’t think the complaint should be upheld. He thought UKI had fairly relied on its surveyor’s report to conclude that the damage had most likely been caused by lacking grout and sealant. He also thought it was reasonable for UKI to ask Mr W for the full report from his contractor rather than changing its position on the email alone.

Mr W disagreed. He said UKI had declined the claim without all the facts.

As Mr W didn’t agree with our investigator’s view, the matter has come to me to make a final 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’ve decided not to uphold the complaint for broadly the same reasons as our investigator. I know this will be disappointing for Mr and Mrs W, so I’ve explained my reasons below,

focusing on the points and evidence I consider most relevant to my decision.

I've considered whether it was fair and reasonable for UKI to rely on its surveyor's findings to apply its policy exclusion for failed grout and sealant at the time the decision was made.

I've read the surveyor's report. The surveyor found clear signs of long-term water ingress, including black mould to the kitchen ceiling and behind wallpaper, as well as severely compromised grout and sealant around the bath. The report concluded that the most likely cause of damage was ongoing water ingress due to the deteriorated grout and sealant, and the extent of the overall damage was consistent with this, rather than from a leak.

I think it was reasonable for UKI to rely on that report. I say this because, taken as a whole, I'm satisfied the surveyor's findings provided enough evidence for UKI to decide on balance that the damage fell within the scope of the policy exclusion and is therefore not covered.

I've thought about what Mr W has said about the surveyor not removing the bath panel to inspect further. I can see why Mr W feels this would have helped. But I don't think it was unreasonable for the surveyor to reach a view without doing so. Given the clear signs of long-term deterioration around the bath, and the evidence of long-term damage below, I think it was reasonable to decide that further intrusive inspection wasn't necessary at that stage to assess the likely cause of damage. I also note Mr W's contractor struggled to remove the bath panel, so I don't think the underneath of the bath would have been readily available to inspect.

I've considered how UKI responded to Mr W's email from his contractor. The email said:

"Parts fitted. But found further leak @ bath taps against the wall which you cannot get access to. Have capped off the hot & cold pipes to bath. Can still use shower."

I accept that this mentioned a further leak. But it didn't explain how long the issue had been going on, whether it was sudden, or whether it was separate from the long-term water ingress that UKI's surveyor had already identified. In those circumstances, I don't think it was unreasonable for UKI to ask for the full report before deciding whether to go change its position and investigate further.

UKI asked for the full report promptly and said it would review this. I haven't seen evidence that the full report or photographs were sent to UKI before the matter was referred to our Service.

In all, I'm satisfied that UKI's decision to decline the claim, and its response to the later information, were fair and reasonable in the circumstances.

While I'm sorry to bring Mr W unwelcome news, I don't require UKI to do anything further in respect of this complaint.

If Mr W provides UKI with further evidence in future, I would expect UKI to consider it fairly.

My final decision

For the reasons above, I do not uphold Mr and Mrs W's complaint. I make no award against U K Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs and Mr W to accept or reject my decision before 9 March 2026.

Chris Woolaway

Ombudsman