

## **The complaint**

Mr S complained that his claim for damage caused by a leaking shower was unfairly settled by Advantage Insurance Company Limited (“Advantage”) under his home insurance policy.

## **What happened**

Mr S made a claim when he noticed some water staining to his living room ceiling after he returned from a holiday.

Advantage appointed a surveyor to review and validate the claim. The surveyor conducted a video call to assess the damage and to inspect the shower areas of the bathroom, where it was thought the leak originated from.

Based upon the surveyor’s report, Advantage declined the claim. It thought the leak had been caused by deteriorated grouting and sealant in the shower, so wasn’t covered by the policy.

Mr S couldn’t afford to have the repairs completed, so his family stopped using the shower. However, Mr S noticed the staining on the ceiling continued to get worse.

Five months later, Mr S commissioned a contractor to replace the whole shower, replace the tiling and repair the damaged ceiling. When the contractor removed the tiles and the existing shower, they identified a slow leak from the shower valve. Mr S said his contractor explained that he thought this was the root cause of the damage, as water had got between the tiles and wall compromising the grout.

Mr S contacted Advantage again and shared photographs. Advantage agreed the shower valve had been leaking, but said it was a contributing factor along with the sealant and grout. So, Advantage offered to contribute a third to some of the repair costs (£834).

Mr S thinks his claim should be settled in full.

Our investigator decided not to uphold the complaint. He thinks Advantage has been fair in offering a contribution towards the cost of the repairs - he thought there was evidence of other contributing causes. He didn’t think it was reasonable to expect Advantage to settle the full claim. Mr S disagreed, so the case has been referred to an ombudsman.

## **My provisional decision**

I made a provisional decision on this on 6 October 2025. I said:

Both parties have submitted reports or testimonies from their respective experts.

These comments have been shared with both parties, so I don’t feel a need to share this information again.

In simple terms, Advantage has explained how it feels the grout and sealant in the shower had deteriorated which had led to water leaking to the room below. It said this was the main

cause of the damage. However, based upon Mr S' contractor's comments, Advantage also accepted a leaking shower valve was possibly a contributory factor. This led to Advantage's offer of 33% towards the cost of repairing those items that were covered by the policy.

Mr S' contractor thought the faulty shower valve was the main cause of the damage and explained at length how this would've manifested, which included weakening the grout in the tiles.

Both parties' experts and Mr S himself has spent a lot of effort putting forward their respective views. I've reviewed the photographs provided by both parties, which support their views.

I find the explanations from both parties plausible. Both explanations appear logical. Mr S felt his contractor's comments should carry more weight as he was on-site and saw the damage first hand. Advantage said it was common practice to carry out video calls to speed up the validation process.

I don't think Advantage has done anything wrong to do a video assessment. It's commonplace in the industry. However, it can be less thorough than a site visit as you can't test the problem area to see what specifically causes the leak. Often companies deploy leak detection specialists to provide more specific testing when claims involve a leak.

Whilst I understand Advantage's argument that the outside of the shower based is showing signs of long-lasting mould, I don't think the inside of the shower is as deteriorated as Advantage's surveyor has pointed out. I don't think the photographs show this. So, I think it's plausible the outside of the shower has deteriorated due to the shower valve issue and general use of the small bathroom by a young family (as Mr S has explained).

I do think Advantage has shown reasonable logic to demonstrate it's likely there has been some leakage from the shower enclosure (from either the grout or sealant) but I also think Mr S' contractor has shown the shower valve has caused issues.

Therefore, I think the fairest way to settle this claim is on a 50 / 50 basis, whereby both parties contribute 50% towards the costs of repairing the damage, but in line with what the policy covers (for repairing / replacing damaged items). Therefore, as the shower enclosure and shower base unit weren't damaged, I wouldn't expect Advantage to contribute to these. These items could be re-used if needed, although I do appreciate Mr S may have seen it as an opportunity to renew the whole shower. But this isn't be covered by the policy.

I would expect Advantage to contribute 50% towards:

- labour costs of removing the old shower (enclosure, tray and shower unit), stripping the tiles and removing the damaged flooring, remove damaged skirtings, board in the shower & then re-installing with the old shower and replacements for the other items
- repairing the damage to the damaged ceiling downstairs, replacing the wooden plinth supporting the shower base, replacing the vanity unit.

As Mr S has had the work done, the 50% contribution should be based upon the cost of what Mr S has paid, not what it would cost Advantage to get the work completed. Mr S has provided an invoice for £462.50 for the removal of the shower, shower enclosure, tray and tiling. He's also provided a quote for the replacement works of £6,450.

I intend that Advantage settle:

- 50% of the removal costs invoiced (50% of £462.50 = £231.25), plus

- 50% of the labour costs that are receipted for the installation works (as a guide the quoted labour costs were £3,687.50, so 50% = £1,843.75), plus
- 50% of the waste removal costs that are receipted for the installation works (as a guide the quote removal costs were £320, so 50% = £160), plus
- 25%\* of the material costs that are receipted for the installation works (as a guide the quote material costs were £2,442.80, so 25% = £610.70)

\* in the absence of detailed information, I've assumed the shower (tray, enclosure etc) could be re-used so not covered by the policy. So, I've assumed this is 50% of the material costs, so with a contribution of 50%, Advantage would pay half of the other materials, i.e. 25% of the overall cost.

For the avoidance of doubt, Mr S will need to evidence the expenditure he's had on these items through receipts. If the receipt is different to the quote and there isn't this level of detail, I intend advantage pro-rate the receipted amount using the detail from the quote.

If Mr S can't provide the receipted expenditure for the installation works, I intend he still has the option of accepting Advantage's original settlement offer (£833), but he'd need to forego the other costs I've asked Advantage to settle.

### **Responses to my provisional decision**

Advantage disagreed with my provisional decision. It retained its view that an £833 settlement offer was fair. It summarised its view of the leak, considering the location of the shower valve, nature and pattern of damage, low foot traffic area and surveyor's assessment.

*Advantage concluded "we maintain that our original offer of a 33% contribution is fair and reasonable given the evidence. The damage is consistent with gradual deterioration of internal seals and grout, which are not covered under the policy. The suggestion that general use of the bathroom contributed significantly to the damage is not supported by the location or nature of the damage observed. We therefore do not believe there is a sufficient basis to increase our contribution to 50% and respectfully request that our original offer be upheld".*

Mr S said he still believed his claim should be settled in full. He said the ceiling still was getting worse when the shower wasn't been used was a clear indicator of this. However, Mr S said he will accept the provisional decision *"if that's the best he's going to get"* as he's keen to see a resolution to the complaint.

Mr S made some additional points which I've summarised:

- he's provided an invoice for the work he's had done (£5,018 in total)
- he bought dehumidifiers to dry out the floorboards and incurred running costs, rather than replace them
- he thinks 50% of the material costs is more appropriate (due to a deal he negotiated on shower and tray)
- he said he's not had the lounge repaired yet, so he'd like this including in the settlement
- he said an earlier view from the investigator included £200 compensation and 8% interest per annum, so he'd like this including too.

### **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 the points Advantage have said, but essentially it also agreed the shower valve was a contributory factor in the leak. It has further explained why it thinks the seals and grout have contributed to the leak. I'm unsure why it has concluded that each cause of damage - the seals, the grout and the shower valve have all contributed an equal amount to the damage. I haven't seen any evidence at all that can show how much each factor has contributed.

However, as I've explained in my decision, it's clear some of the damage was caused by an insurable event and some wasn't due to exclusions in the policy. Therefore, I think the fairest way to share the costs of putting the damage right is to share these on a 50 / 50 basis as I've set out in my provisional decision. I'm not persuaded to make a change to my provisional decision, except to update the financial figures for the updated information received.

Given Mr S has provided an invoice with details of the work he's had done, I've updated the figures I calculated in my provisional decision. Mr S has provided the cost for his shower tray and enclosure (£419.95), so I've excluded this in the calculations and allowed Mr S 50% of the remaining costs, in line with the rest of the settlement. The updated calculations are:

- 50% of the removal costs invoiced (50% of £462.50 = £231.25), plus
- 50% of the labour costs that are receipted for the installation works (50% of £2,540 = £1,270), plus
- 50% of the waste removal costs that are receipted for the installation works (50% of £320 = £160), plus
- 50% of the material costs (less the shower tray and enclosure) that are receipted for the installation works (50% of (£2,157.79 - £419.95) = £868.92)

I require that Advantage settle these updated amounts. These costs don't include the cost of Mr S repairing the damage to his lounge ceiling, so once Mr S has provided three quotes to Advantage for approval, I require Advantage to settle the lowest quote, provided it's consistent with the policy terms.

Mr S has said he's purchased dehumidifiers to dry his bathroom out. I require Advantage to re-imburse the costs of these up to the value of £100, provided Mr S provides evidence of this purchase. I've set the limit as I think this is the approximate cost of hiring such equipment to do the same job.

Finally, Mr S has asked about compensation and 8% interest. Whilst, I don't think Advantage has done as well as it could've done on this claim, I don't think it's totally clear from the evidence who should pay what costs. I've chosen to have the costs settled on a 50 / 50 basis as I think this is the fairest outcome, based upon the evidence I've seen. I don't think adding compensation and interest in these specific circumstances is reasonable.

As my decision is materially the same as my provisional decision, I've gone ahead and issued a final decision.

### **My final decision**

My final decision is that I uphold this complaint. I require Advantage Insurance Company Limited to either:

- Settle the claim as I've described, i.e.
  - 50% of the removal costs invoiced (50% of £462.50 = £231.25), plus
  - 50% of the labour costs that are receipted for the installation works (50% of £2,540 = £1,270), plus

- 50% of the waste removal costs that are receipted for the installation works (50% of £320 = £160), plus
- 50% of the material costs (less the shower tray and enclosure) that are receipted for the installation works (50% of (£2,157.79 - £419.95) = £868.92
- Settle the cost of repairing the lounge (after going through a quoting process as described in my decision)
- Settle the cost of de-humidifiers (capped at £100), once evidence of purchase has been shared.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 18 November 2025.

Pete Averill  
**Ombudsman**