

## **The complaint**

Mrs W complains Society of Lloyd's ("SOL") has unfairly declined a claim she made on her home insurance policy for damage caused by a leaking shower.

Mrs W has been represented in bringing this complaint, but for ease of reading I've referred to all comments and actions as being those of Mrs W.

## **What happened**

Mrs W noticed damage to the external render of her property, she it had been caused by an escape of water from the shower, with the water escaping through a joint in the glazed tiling into the cavity of the wall.

SOL declined the claim; it didn't think the damage was covered under the policy. It said water had penetrated to the outer walls through a failure of the silicone and grout, and since that happens gradually over time, it was excluded from cover. It said Mrs W didn't have accidental damage cover and so it couldn't consider the claim under that.

Mrs W complained to SOL; it didn't agree to change its position and so Mrs W referred the complaint to the Financial Ombudsman Service for an independent review. She said the policy clearly provided cover for the escape of water from any plumbed in domestic water installation. She said SOL had said the damage was wear and tear without it even knowing when the shower was installed.

Our Investigator thought SOL had fairly declined the claim.

Mrs W didn't accept that outcome and asked for an Ombudsman to consider matters. At the same time, she raised that some of the photographs from SOL's report were not of her property, she said this casts doubt on the report itself. SOL said it would consider this matter as a new complaint, since it hadn't been raised previously. Having done so, SOL accepted some photographs of a different property were mistakenly included in the report, but it still maintained it had declined Mrs W's claim fairly.

As the matter hasn't been resolved, it has come 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.

As part of this decision, I am not considering the upset caused by SOL to Mrs W for it mistakenly including photographs in a report that were not of her property. That matter has been considered by SOL separately. If Mrs W is unhappy with SOL's position on the matter, this Service can review that complaint separately too. I'm reviewing whether SOL's decline of Mrs W's claim was fair and reasonable. In doing so, I won't review the photographs that we now know not to be of Mrs W's home.

When making a claim on an insurance policy, it is for the insured – so in this case Mrs W – to show she has suffered damage covered by the policy. If she can do so, then the insurer will generally meet the claim, unless it can reasonably rely on a valid exclusion to decline it.

Mrs W's policy says "we will cover you for loss of or damage to the buildings". Under "what is covered", it says "escape of water from any washing machine, dishwasher, or plumbed in domestic water or heating installation".

Mrs W's argument is that the water from her shower has escaped through the tiles, causing damage to her external render. She says this is covered by her policy because the policy says "claims can occur due to water penetrating the seals around your bath, showers and sinks...you should regularly check these seals and repair accordingly...at the same time you should also check for cracks in any grouting around tiles and repair accordingly".

SOL has declined the claim because it says there is no evidence that water has escaped from the shower (with a shower being a plumbed in water installation). I don't find that was an unreasonable position for it to take.

Mrs W says that water from the shower had escaped into the wall construction, but crucially, it hasn't been shown that water was "escaping" from the shower installation. It seems to me that what Mrs W is saying is that when the shower was in use, water coming from the shower (as it should when it's in operation) was getting between the tiles, and that caused damage to the outside of the property. I'm not persuaded that is what the escape of water peril covers. The peril is essentially to cover leaks (i.e. water escaping) from certain appliances. With "escaping" being water coming from places it shouldn't usually – not simply water coming out of the shower when it's in use.

I do accept that under the "important advice – helpful tips to prevent damage" section of the policy, it mentions that water can penetrate seals and grout, which results in claims. But I'm not satisfied this means that SOL is intending to cover damage caused by water penetrating seals or grout. This part of the policy, as the title suggests, was explaining how to avoid having damage in your home, it is not saying all of the damage is covered by the policy.

The insured perils, including escape of water, are listed further down in the policy document. There is no mention in the list of insured perils that SOL will cover damage caused as a result of water penetrating seals or cracks in grouting. As such I'm satisfied there is no cover under the policy for that.

Mrs W has also said that she's since had the repairs done, and none of the seals or grouting needed redoing. But she hasn't shown that the water ingress was as a result of an escape of water, as defined by the policy terms.

I can see Mrs W has been confused by SOL referencing the peril of accidental damage. From my experience of handling these types of complaints, I can see that what SOL was trying to explain to Mrs W was that sometimes, the type of damage she described – a sudden crack to the external render – might be looked at under accidental damage cover, but given Mrs W didn't have that cover (which is often an optional extra), that part of the policy wouldn't apply.

I can also see Mrs W has been upset by SOL saying the issue was wear and tear or gradual damage. I find that SOL was trying to explain that it thought the damage had happened gradually, via water penetrating gaps in the seals and cracks in the grout when the shower was in use, so that Mrs W can address the issue. And I'm satisfied, based on both Mrs W and SOL's comments, that this is most likely what has caused the damage. Whilst Mrs W has recently said she disputes all of the photographs in SOL's report, I don't think I ultimately need any of the photographs to be able to decide this complaint. Because Mrs W seems to accept herself that the damage has been caused by water getting between the tiles whilst the shower is in use. And for the reasons set out above, that is not something the policy covers.

### **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 Mrs W to accept or reject my decision before 14 April 2026.

Michelle Henderson  
**Ombudsman**