

## **The complaint**

Mr M and Mrs M have complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a claim under their home insurance policy.

## **What happened**

Mr M and Mrs M contacted RSA to make a claim when their shower tray was removed and extensive rot was found. RSA considered the claim and declined it. It said the policy didn't cover an escape of water where it was due to the sealant or grout failing.

When Mr M and Mrs M complained, RSA maintained its decision to decline the claim. It said the damage wasn't the result of a one-off event and there was also evidence that Mr M and Mrs M were aware of the escape of water sooner than they had acted.

So, Mr M and Mrs M complained to this service. Our investigator didn't uphold the complaint. She said RSA had demonstrated there were clear signs to indicate further investigation was required sooner than Mr M and Mrs M took action. She said it was reasonable for RSA to decline the claim.

As Mr M and Mrs M didn't agree, the complaint was referred to me.

## **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 don't uphold this complaint. I will explain why.

Mr M and Mrs M made the claim for an escape of water when, following the sealant around their shower failing and being replaced on multiple occasions, the shower tray was removed and extensive rot was found in the joists beneath it. Mr M and Mrs M's contractors said the floor was sloping and this was the result of water leaking through for some time, possibly several years, causing the joists to rot. Mr M and Mrs M said they replaced the sealant multiple times because it kept cracking, but it was only much later that the shower tray was removed and the issues with the sloping floor and the joists were then found.

RSA declined the claim because of an exclusion in the policy where the damage from an escape of water was due to the failure of the sealant or grout. Looking at the reports from Mr M and Mrs M's contractors these said they had replaced the shower sealant on multiple occasions. When RSA replied to the complaint, it said the damage was the result of wear and tear and there was evidence Mr M and Mrs M could have acted sooner. Mr M and Mrs M disagreed with this and have said they took action when they were aware of an issue.

RSA gave Mr M and Mrs M examples of the damage it thought they could have been reasonably aware of and acted sooner to deal with. These included discolouration and bubbling/ flaking plaster in the hallway and plaster eroding in places where the paintwork had failed. The skirting board had also become detached, bowing away from the wall

because of absorbing water. It said these weren't evidence of a one-off event or something that happened overnight. It said these were an indicator of a long-term water leak.

Looking at the photos taken by RSA's surveyor, I think these were consistent with the issues RSA identified as visible signs of damage. I also think it was reasonable for RSA to decide these weren't the result of a one-off event, but instead something that Mr M and Mrs M could have acted on sooner. I'm aware Mr M and Mrs M have said they had the sealant replaced on multiple occasions as it kept cracking and that they also said, after the sealant was replaced one time, they also touched up the paint work in the hallway where it was bubbling and thought the issue had been resolved. However, RSA identified other visible signs of damage, such as the skirting boards, which it said indicated a need to investigate further.

Having considered the evidence, I think it was reasonable for RSA to decline the claim. Mr M and Mrs M's contractors and RSA's surveyor identified that the leak was likely to have been ongoing for some time, possibly years. There was also evidence of visible signs of damage that indicated further action was required before the shower tray was later removed and the rot was found. So, having thought about all of the above, I don't uphold this complaint or require RSA to do anything further.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 5 October 2023.

Louise O'Sullivan  
**Ombudsman**