

## **The complaint**

Mr and Mrs E complain that Liverpool Victoria Insurance Company Limited (“LV”) declined a claim they made under their home insurance policy following water damage.

Reference to LV includes its agents and representatives.

Mrs E has primarily dealt with things, so for simplicity I’ll refer to her only.

## **What happened**

I’ll summarise the main points about this dispute:

- Mrs E got in touch with LV in January 2023 after she noticed water coming through her kitchen ceiling.
- LV appointed a surveyor to inspect the damage, but they didn’t visit until April.
- After the inspection, the claim was declined because the surveyor said the water leak had been caused by a problem with the sealant in the bathroom above. They said water had been seeping through the sealant, getting below the bath, and causing damage gradually over time.
- Mrs E said the time it took LV to consider the claim meant the damage had got worse and it had become a bigger problem to put right. She asked them to pay toward the overall cost of repairing the damage. She also said it had left a hole in the kitchen ceiling after carrying out asbestos testing and she asked for it to be put right.
- LV initially said it would put right the hole damage. But it later changed its mind, saying that the asbestos test didn’t add to the existing ceiling damage. It accepted there had been a delay and miscommunication about putting right the hole in the kitchen ceiling and offered £250 compensation. It maintained it was fair to decline the claim as it was caused by the failure of sealant.
- Our investigator didn’t think LV should do anything further. He said it had declined the claim fairly, the compensation offered for the delay was fair, and there was no evidence to show the delays increased the level of damage or repairs required.
- Mrs E disagreed, so the complaint has been passed 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.

- The policy covers damage caused by water leaking from any fixed domestic appliance or pipe. But not damage caused by lack of grouting or sealant. Or any claim arising from anything which happens gradually.

- It also covers accidental damage. Again, but not as a result of anything gradual.
- LV said the damage had been caused gradually over time by faulty sealant. Its surveyor's report explains clearly that water was getting under the bath and causing damage as a result of a problem with the sealant around the bath. I understand that as the floor beneath the bath became wet, it became unstable, the bath moved, and that exacerbated the problem. I haven't seen any evidence to challenge this opinion.
- So I'm satisfied the damage was caused gradually and due to a lack of sealant. And whilst the bath movement may have amounted to accidental damage, it was caused gradually, so it wouldn't be covered under that section of the policy either.
- When LV registered the claim in January, it recorded the claim as urgent given the leak was in the kitchen ceiling. However, it took around three months for its surveyor to visit. I'm not satisfied that's reasonable for any water claim but especially not one noted to be urgent.
- LV accepts this was an unreasonable delay which caused avoidable distress and inconvenience to Mrs E, so I don't think this point is in dispute.
- Mrs E says the delay has made the damage worse and the cost of putting it right has increased. Whilst I can understand how that may be possible, I haven't seen any evidence to show that's the case – or to show how much the cost may have increased by. It's possible the damage got worse but didn't increase the cost. For example, if the initial leak meant the kitchen ceiling needed replacing, extra water damage to the ceiling wouldn't change the need to replace it – or the cost.
- Similarly, it's not clear whether the asbestos test increased the existing ceiling damage. And even if it did, whether that's increased the cost of repair.
- Overall, I'm satisfied £250 compensation is reasonable in the circumstances. So I won't be requiring LV to pay anything further based on the evidence available to me.
- But if Mrs E gathers information to support her point that the delay and/or asbestos testing increased the cost of repair, she's entitled to share it with LV – and I'd expect it to consider whether that changes things.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E and Mrs E to accept or reject my decision before 12 October 2023.

James Neville  
**Ombudsman**