

## **The complaint**

Mr and Mrs P complain about Tesco Underwriting Limited's decision to decline their buildings insurance claim.

All references to Tesco also include its appointed agents.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Mr and Mrs P said a fallen branch from a nearby tree damaged the Septic Tank.
- However, Tesco say the damage to the Septic Tank is pre-existing and it had reached the end of its working life. It's referenced comments made by a contractor in 2013, upon inspection of the Septic Tank which it feels supports this.
- Mr and Mrs P said it disputed these comments at the time, and so is unable to provide proof of repairs from the time - as the issues described were not accurate
- I understand Tesco's concern here, the comments reference the condition of the tank was poor and that the innards of the tank had collapsed.
- But these comments are around nine years old, and I must consider the tank has continued to function. When considering the condition described in 2013, I'd have reasonably expected the tank to have presented the issues it has sooner.
- Information has been provided to show the tank was emptied yearly – and no further comments or concerns have been made referencing the tank was in poor condition or functioning incorrectly. And the volume emptied each year remained consistently similar.
- One of the reports from Tesco said one of its surveyors believed the damage could be consistent with how Mr and Mrs P have described.
- And having reviewed the available photos and reports available, I can see there is a specific point of damage, and photos show the tree nearby.
- So, having weighed up what both sides have told me, I'm more persuaded by what Mr and Mrs P have said, the tank was functioning correctly up until the incident around June 2020 and the damage has happened in the way they've said.
- Tesco has acknowledged it has caused some avoidable delays in its handling of the claim. I can see there have been times where Tesco had had the information it needed to progress the claim, but failed to do, which resulted in further contact from Mr and Mrs P to progress matters. Considering this, I think Tesco should pay Mr and Mrs P £200 compensation as I feel this fairly represents the inconvenience they have

been caused.

So for these reasons, I uphold this complaint.

### **Putting things right**

- Mr and Mrs P had the tank replaced around February 2021. So, in the circumstances, Tesco should reimburse these costs on receipt of suitable proof – such as an invoice.
- Tesco should add 8% simple interest to this from the date Mr and Mrs P made the payment to the date Tesco makes the payment to them.
- Tesco should pay Mr and Mrs P £200 compensation.

### **My final decision**

My final decision is that uphold Mr and Mrs P's complaint.

To put things right, I direct Tesco Underwriting Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 16 August 2022.

Michael Baronti  
**Ombudsman**