

## The complaint

Mr and Mrs P complain that Tesco Underwriting Limited (Tesco) unfairly declined their home insurance claim. Any reference to Tesco in this final decision includes its respective agents unless specified otherwise.

## What happened

The background of this complaint is known in detail to the parties involved, so I've summarised what I've found to be the key points.

- Mr and Mrs P made a claim on their Tesco home insurance policy after noticing water ingress to the ceiling below their bathroom. Tesco asked Mr and Mrs P to confirm the cause of the leak so it could consider the claim.
- Mr and Mrs P say that after instructing several plumbers, none of them could confidently confirm where the leak was coming from. One plumber said it may be due to water escaping from the base of the shower tray.
- Tesco concluded there was no evidence of an insured event and so the claim was declined. Mr and Mrs P complained this was unfair. They were also unhappy that they had to pay for plumbers to try and diagnose the problem when this should've been covered under the trace and access part of their Tesco policy.
- Our Investigator didn't uphold their complaint. He wasn't satisfied that the cause of damage had been identified or that it was the result of an insured event listed in the policy. So he didn't think Tesco acted unfairly by declining the claim. And as Mr and Mrs P hadn't evidenced the losses they say they incurred in tracing and accessing the leak, he didn't find that Tesco had to do anything differently in relation to this part of Mr and Mrs P's complaint.
- Mr and Mrs P disagreed with the Investigator's findings, so the complaint has been passed to me to make a final 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've decided not to uphold this complaint and I'll explain why.

- Generally speaking, buildings insurance is intended to cover the cost of repairing or rebuilding the insured property if it's damaged or destroyed due to a type of unforeseen event, often known as an *'insured event'*.
- Mr and Mrs P's Tesco policy document lists the insured events they're covered for. And the onus is on Mr and Mrs P to show that the damage they're claiming for is caused by one of these insured events. The relevant one in this case is *"Water or oil escaping from any fixed domestic water or heating installation, including underground drains and pipes or from any domestic appliance."*

- Mr and Mrs P say that *“none of the visiting plumbers could confidently confirm where the leak of water was coming from.”* Instead, they say it’s by process of elimination that they are of the opinion it’s a result of the shower tray that had become porous or had hairline cracks not visible to the naked eye. But Tesco declined the claim on the basis there was no insured event.
- I’ve carefully considered both arguments. And I’ve not seen any further supporting evidence of these potential cracks and porous areas, what likely caused them or how long they’d been present. The plumber who seems to reference this simply states that the damage *“may be due to water escaping from the base of the shower tray”*, but they also say that *“no cracks were visible on either side of the shower tray”*.
- In my opinion, the plumber’s statement doesn’t provide a definitive or even a most likely cause of the damage Mr and Mrs P are claiming for, but rather a potential idea of what *may* be causing it. I don’t think that’s enough in this case to persuade me that an insured event has been established. And I’ve not seen anything else on file that reasonably demonstrates this.
- It follows based on the information that’s currently available, I’m not satisfied that Mr and Mrs P have reasonably evidenced that an insured event has occurred in this case. So I think Tesco has fairly declined the claim based on the information currently available to it and I don’t uphold this complaint.
- I’ve considered all Mr and Mrs P’s comments, including their point that Tesco never offered them trace and access cover even though they are entitled to this under their policy, and they say they incurred unnecessary costs as a result.
- But Mr and Mrs P haven’t been able to suitably evidence these costs, nor have they been able find where the water was most likely coming from, which is essentially what trace and access covers them for. And the information I’ve seen shows there were discussions between Tesco and Mr and Mrs P about Tesco arranging trace and access under the policy, but it seems Mr and Mrs P didn’t agree to paying the relevant policy excess for this and so it didn’t go ahead.
- With all that in mind, these points don’t change my conclusion and so I won’t be directing Tesco to do anything differently in this case.

**My final decision**

For the reasons set out above, my final decision is that I don't uphold this complaint.

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 21 March 2024.

Rosie Osuji  
**Ombudsman**