

The complaint

Miss F has complained that Tesco Underwriting Limited (Tesco) gave her incorrect information when it declined a claim under a home insurance policy.

What happened

Miss F contacted Tesco to make a claim for storm damage to her roof. Tesco sent a surveyor to assess the roof. The surveyor said the damage wasn't storm related and was because there was a problem with the ridge tiles. Miss F had work carried out on the ridge tiles. However, water continued to enter her home.

Miss F complained to Tesco because she said the surveyor hadn't carried out an adequate survey, as he hadn't inspected the full roof. Following this, Tesco agreed to carry out a drone survey. Tesco declined the claim as it said the drone survey had found that the flat roof was in poor condition. It said the damage wasn't the result of a one-off storm event. Miss F complained that the first surveyor had misdiagnosed the problem with the roof, which had cost her money. When Tesco replied it maintained its decision to decline the claim.

When Miss F complained to this service, our investigator upheld the complaint in part. She said it was fair for Tesco to decline the claim on the basis of wear and tear. The surveyor also highlighted an issue with the ridge tiles that would have needed to be repaired anyway. However, the surveyor hadn't found the source of the issue, so she said Tesco should pay Miss F £150 for the poor service.

As Tesco didn't agree, the complaint was referred to me.

I issued my provisional decision on 8 January 2024. In my provisional decision, I explained the reasons why I was not planning to uphold the complaint. I said:

Tesco's surveyor visited Miss F's property to assess the damage. It's my understanding that during the visit Miss F told the surveyor she didn't think his camera pole would reach the height of her roof. The surveyor said it would and continued with the survey. The surveyor found an issue with the ridge tiles and said the damage was the result of wear and tear, rather than a storm. Miss F complained to Tesco because she didn't think the survey was adequate. Tesco agreed to carry out a drone survey. This survey identified issues with the flat roof itself and Tesco declined the claim based on the pre-existing condition of the roof.

I've looked at the original survey and the photos of the drone survey, which were marked to show the pre-existing issues with the roof. I've also looked at the policy, which said pre-existing issues such as gradual deterioration and wear and tear weren't covered by the policy. Based on what I've seen, I'm satisfied it was reasonable for Tesco to decline the claim.

Miss F has also said that she carried out unnecessary work by repairing the ridge tiles, which cost her £750. So, I've thought about this. Miss F arranged her own roofer to carry out the repair. I think it's reasonable to expect that a professional roofer would only carry out work they assessed was necessary. Although the drone survey identified other issues with

the roof, I also don't think this showed that the ridge tiles hadn't been contributing to the water getting into the property. So, I don't think I have enough reason to say that the first surveyor was wrong about the ridge tiles, even if his survey was incomplete.

There is also the issue of whether the first surveyor should have found the source of the problem with the roof. An insurer needs to assess whether there is cover under the policy. It will often do this by sending a surveyor. Where the surveyor finds a cause of damage that isn't covered by the policy, they're not required to keep looking for additional issues. If there is a concern about the standard of a survey, I would expect an insurer to consider whether there was an issue and if it needs to carry out a further survey. Tesco did that and decided it should arrange a drone survey. I think that was fair because the first survey hadn't assessed the whole roof. However, the new survey didn't change the outcome. Instead, it provided more evidence that there were pre-existing issues with the roof area and confirmed to Tesco it had made the correct decision to decline the claim.

So, I think Tesco dealt with the claim fairly and that it responded to Miss F's concerns in a reasonable way, including by carrying out an additional survey. As a result, I don't currently intend to uphold this complaint or to require Tesco to do anything further, including paying any compensation.

I asked both parties to send me any more information or evidence they wanted me to look at by 5 February 2024.

Tesco did not respond by the deadline. Miss F replied and, in summary, said:

- The drone survey was much later and she was never shown the photos.
- She asked for the ridge tiles to be fixed as that was what she was told to do. The roofer did not ask about it further and she had since found that she had been massively overcharged.
- None of her neighbours have had ridge tiles replaced, so she thought they would have been fine.
- She thought how Tesco had behaved was a disgrace. She had told the surveyor he wouldn't see the damage with his camera and she was right. She was desperate and at Tesco's mercy.
- She didn't agree with my findings, but also wasn't surprised.
- It was shoddy behaviour by Tesco and she would review it as such.

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 and for the reasons given in my provisional decision. As part of that, I've taken into account Miss F's comments, but that doesn't change my view.

I can understand that Miss F was disappointed about what I said in my provisional decision. I can also see Miss F was unhappy with the builder she used. However, I'm mindful that Tesco wasn't responsible for the actions of the builder or the amount he charged.

I also still haven't seen evidence that persuades me the first surveyor was wrong in his assessment of the ridge tiles, rather than that his survey was incomplete. Having thought about this complaint again, I remain of the view that Tesco's response to Miss F's concerns was reasonable and that it doesn't need to do anything further.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 5 March 2024.

Louise O'Sullivan
Ombudsman