

## **The complaint**

Mr and Mrs B's complaint is about the rejection of a claim made under their home buildings insurance policy with Tesco Underwriting Limited.

## **What happened**

In October 2023, Mr and Mrs B contacted Tesco to make a claim for a leak through the roof of an outbuilding.

Tesco arranged for a surveyor to inspect the damage. The surveyor said there was no evidence to support that the damage was due to a storm, or any of the other specific events covered under the policy. There were a number of punctures in the rubber roof membrane and the surveyor thought it was more likely the result of poor or careless workmanship when the roof was being installed. Tesco said poor workmanship is excluded from cover and therefore rejected the claim.

Mr and Mrs B were very unhappy with this and complained. They said the surveyor had only considered whether the claim was covered under the storm section of cover and not the rest of the policy and did not inspect the damage properly.

Mr and Mrs B subsequently had the roof replaced and obtained a report from the roofer, that did the work, which they say supports that there might be cover under the vandalism and malicious acts, collisions and accidental damage sections of the policy. They asked Tesco to reconsider the claim in light of that report. Mr and Mrs B also complained about the way the claim was handled and in particular about the service provided by a Tesco claims-handler during a call about the claim.

Tesco maintained its position that the claim was not covered. However, it acknowledged that a call in August 2024 had not been handled well and offered £250 compensation for that.

Mr and Mrs B remained unhappy, so brought a complaint to us about this. They also say they have been discriminated against and there is a pattern of behaviour against them by Tesco. They want an apology for not dealing with their claim impartially; an apology from the call-handler for her rude and inappropriate behaviour in the August 2024 telephone call; reimbursement for the cost of the work to the roof; compensation for victimisation, discrimination and for the stress and impact to their mental health, as well as compensation for their time spent in resolving the matter.

One of our Investigators looked into the matter. He was satisfied Tesco was entitled to reject the claim for the reasons it had. The Investigator did not consider that the report provided by Mr and Mrs B established that the damage was caused by an insured peril. The Investigator acknowledged they'd had other unsuccessful claims but the claim was not rejected unfairly and there was nothing to support the allegation that there had been any discrimination against them. The Investigator said there were however some shortcomings in Tesco's communication and in particular the phone call in August 2024. The Investigator considered the £250 already offered to be fair and reasonable for this.

Mr and Mrs B do not accept the Investigator's assessment. They say the policy does not state that they need to prove exactly which section of cover applies to their claim and most reasonable people would expect this sort of damage to be covered under their home insurance policy. Mr and Mrs B say that Tesco's suggestion that the damage was caused during installation has been proven to be incorrect and just because they did not witness the damage being caused should not mean it is not covered. Mr and Mrs B still think the claim has not been assessed properly under other insured perils.

As the Investigator was unable to resolve the complaint, it has been 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.

#### Policy cover

Mr and Mrs B's policy provides cover for various situations that may arise and cause damage to their property. The sections of cover that might be considered relevant to this claim are as follows:

*"4. Collision with the buildings by any of the following:*

- vehicles, aircraft or other flying objects or anything dropped from them;*
- wild animals, birds or insects;*
- telegraph poles and lamp posts;*
- falling branches or trees;*
- falling satellite dishes, masts, aerials or security equipment;*
- falling wind turbines and solar panels....*

5. Storm or flood ...

7. Vandalism or malicious acts..."

And

*"24. Accidental damage to your buildings."*

The cover provided by the policy is also subject to various conditions and exclusions. The one relevant to this claim is the exclusion for any *"loss or damage caused by faulty workmanship, faulty materials or faulty design"*.

It is a general insurance principle that it is for a claimant to establish their claim. This means that to make a successful claim under this policy, Mr and Mrs B have to establish, on the balance of probabilities, that the damage they are claiming for was caused by one of the above perils. If, on the face of it, they are able to do so, then Tesco is required to meet the claim, unless it can establish, again on the balance of probabilities, that an exclusion applies.

It seems to be accepted that the damage was not caused by a storm but Mr and Mrs B are adamant that damage such as has happened to their roof should reasonably be covered under a household buildings policy and that it would likely fall under the cover for collision, vandalism or accidental damage.

Given what I have said above, I will therefore consider the evidence provided very carefully, to assess whether Mr and Mrs B have established it is more likely than not that the

damage to the roof membrane was caused by vandalism, collision with an object or wildlife, or accidental damage.

There are two reports about the damage to the roof.

Tesco's surveyor's report said:

*"The damage present is not related to any policy related peril, it is evident from my inspection that the installation of the EPDM rubber roof has been carried out to a poor standard and this has caused a number of issues which have been present for a period of time, the cause of the cuts present to the membrane is unknown and no indication has been noted on why they would be caused maliciously and a more likely reason would be careless during the installation..."*

*The roof has been inspected in full to which a clear ongoing issue has been noted around the roof lantern, this has caused water damage internally, the roof is also leaking to the perimeter around the curb edges and this has caused swelling to the fascia boards.*

*The insured confirmed he was aware of all the damage noted and his main concern was to minor cuts and splits to the rubber membrane which have been marked in yellow, these areas have not caused any resulting damage to the room below.*

*The cause of the minor cuts is unknown and potential could have been during the roof installation or when the trims to the roof have been installed".*

Mr and Mrs B's roofer wrote the following after they replaced the roof:

*"Due to the extent of the damage to the roof covering and damage to the sub-roof, we recommended to the customer that the damage could not reasonably be repaired with guarantees that further water ingress could occur in the future. We therefore recommended that the roof covering be removed and replaced..."*

*After the subsequent work was completed, it is our opinion that the cause of the damage to the roof covering was relatively recent due to the following reasons:*

- 1. No obvious water damage was visible inside the room below the damaged area. Due to the age of the building, had the damage been sustained during installation of the roof, we would expect extensive water damage within the room - there was none present.*
- 2. The OSB sub-roof damage was consistent with short term exposure to moisture. Had water ingress been present from installation, we would expect the OSB boards to be significantly degraded and the degradation much more widespread.*
- 3. We cannot say with certainty how the damage was sustained to the roof covering, but we do not believe it was caused during installation or due to deterioration over time. Instead it is likely been the result of an accident or collision / impact with something sharp."*

Is there evidence that the damage was the result of vandalism or malicious damage?

As the surveyor refers to the damage not being “*related to any policy related peril*” and also that there is no indication as to why the cuts would be caused maliciously, I am satisfied that the surveyor considered all possible insured events when inspecting the roof. They did not think there was enough evidence to conclude that the damage was caused by an insured event.

Mr and Mrs B say that the building backs on to public fields and they have witnessed anti-social behaviour in the fields, so the roof could have been damaged by someone climbing on it or throwing things from the field.

This is possible but I am not persuaded there is sufficient evidence to conclude it is more likely than not that this happened and caused the damage to the roof. I will explain why.

I have looked at the photos provided and can see the areas marked as being where there are multiple cuts and puncture marks in the rubber roof membrane. The cuts are relatively small; there are no big rips or tears as far as I can see. The puncture marks and cuts do not appear to be consistent with something being thrown onto the roof. They are small puncture marks and do not appear to have rough or torn edges, which is what I would expect if something were thrown onto the roof.

In addition, as far as I am aware, there was no evidence of any debris or objects (such as stones or sticks), on or by the roof, that may have been thrown from the public fields onto Mr and Mrs B’s property

And, while again it is possible, there is no reliable evidence that anyone has got onto the roof at any time, or if they did, how that would cause the damage claimed for.

I am not therefore persuaded that there is enough evidence to require Tesco to meet the claim under this section of cover.

#### Is there evidence that the damage was the result of a collision?

Mr and Mrs B have also said they are aware that wildlife does climb on to the roof and they have found parts of a drone in their garden before. And their roofer says he thinks it is likely the damage was caused by a collision or impact with something sharp.

To be considered to be a “*collision*” it would, it seems to me, require an animal falling, jumping or flying into the roof, rather than simply walking on the roof. While it is possible that this may have occurred, the damage does not appear consistent with a collision from an animal or any other object listed in the policy cover. I say this again because of the nature of the punctures and cuts and the way they are positioned, which does not suggest a collision with an object or animal.

I note Mr and Mrs B have said they have previously found part of a drone in their garden but I am not persuaded the damage is likely to have been caused by a drone colliding with the roof. I say this because there is no mention of any drone parts being found on the roof and the damage does not appear to be consistent with this being the cause. And, as far as I am aware, there is no mention of any other debris or objects having been found on the roof, or near it, that could have collided with it.

Therefore, while it is possible that there was a collision, there is no reliable evidence that the damage is more likely than not to have been caused by a drone or any other of the specific objects listed in the policy, or birds or animals.

Overall therefore again I do not consider there is sufficient evidence that the damage was caused by a collision and so I do not consider Tesco has acted unfairly in not meeting the claim under this section of cover.

#### Is there cover under the accidental damage section of the policy?

The policy also covers accidental damage to buildings. The policy defines accidental damage as being “*sudden, unexpected physical damage which has not been caused deliberately.*”

It is possible that animal claws could penetrate the rubber membrane but the pattern of the cuts and puncture marks are not consistent with this, in my opinion.

There is no evidence of any incident that caused sudden and unexpected physical damage to the roof. I do not therefore consider that Tesco can reasonably be required to meet the claim under this section of cover either.

#### Does the exclusion for poor installation and workmanship apply?

Having considered everything provided carefully, I do not consider (for the reasons set out above) that Mr and Mrs B have established that they have a valid claim under the policy. However, in case I am wrong about that for argument's sake, I will also consider whether the policy exclusion applies.

The surveyor could not state the cause of the cuts to the roof membrane but thought it likely, especially in the context of other examples of poor installation, that they were caused during installation. Mr and Mrs B had previously made a claim for water ingress, which was attributed to faults with the roof lantern and that claim was rejected. And the surveyor also said the roof had been installed poorly as “*the roof is leaking to the perimeter around the curb edges and this has caused swelling to the fascia boards.*” Mr and Mrs B do not think this, or the damage around the roof light, is relevant as they accept this is not insured. However, it seems to me that the condition of the roof generally is relevant context to this claim.

I understand the building was constructed around two years prior to the claim being made, so Mr and Mrs B, and their roofer, say that the damage would have been more extensive if the puncture marks had been there since the roof was installed. The roofer says the damage to the boards beneath the rubber membrane was consistent with short term exposure to water. As far as I am aware there are no photos of the boards that were replaced. But the roofer did also say the damage to the board and sub-roof was enough that it needed to be replaced.

Essentially, there is one surveyor's report that says it is likely the damage was caused at the time of installation and another that says it is unlikely to have happened at installation. I find Tesco's surveyor's report more persuasive, given the other issues with installation of the roof, which have caused a number of issues in only a relatively short time after its installation. Therefore, I think that Tesco is also entitled to rely on this exclusion.

#### Claims-handling

Mr and Mrs B are very unhappy and say the claim was not considered properly, as the surveyor did not consider it under the correct insured perils. As mentioned above, I am satisfied that the surveyor did consider the claim under all the possible relevant terms

They also say they have been subject to a pattern of discriminatory behaviour from Tesco. I can see they have made other unsuccessful claims under this policy and have made a number of complaints. However, I have not seen anything that would support that this claim was not considered properly and appropriately. I am not therefore persuaded that Mr and Mrs B have been treated unfairly.

Having said that, I have seen that Mr and Mrs B were unclear at times about the process and evidence that Tesco said it needed. I think the communication generally could sometimes have been better than it was but I do not think this warrants any particular award.

I have also listened to the recording of a telephone call between Mr B and Tesco, which they were unhappy about. The conversation was not very productive and I agree that the representative could have been more professional at times. Tesco has already offered £250 compensation for this and I think this is reasonable. I do not consider that any further award is warranted.

I also note that Mr and Mrs B wanted an apology from Tesco and the call-handler. I note Tesco did apologise for the way the call was conducted in its final response letter. I do not have any power to require any individual staff member apologise (even if I thought an apology was warranted) as that would be a matter for Tesco. I do not therefore intend to ask it to issue any other apologies.

### **My final decision**

Tesco Underwriting Limited has already made an offer to pay Mr and Mrs B £250 to settle the complaint and I think this offer is fair in all the circumstances. So my decision is that Tesco Underwriting Limited should them £250, if it has not done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 4 August 2025.

Harriet McCarthy  
**Ombudsman**