

## **complaint**

Mr E complains Tesco Underwriting Limited (Tesco) unfairly refused to pay his claim.

## **background**

I've attached my provisional decision from September 2015. It forms part of this final decision. In it I set out why I didn't intend to uphold the complaint.

I invited Mr E and Tesco to provide any further information they'd like me to look at before making a final decision. Tesco accepted the provisional decision and didn't give any further information.

Mr E disagreed with it. He said the patch was added by a tradesman after inspecting the damage. He accepted there is some blistering but said there's no proof this caused the leak. And he denied saying the damage was caused by the straight edge of a spade. Instead, he felt it may have been done when he was tapping stones to break them up.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr E hasn't said anything that's made me change my mind. So I'm not upholding his complaint. I accept that the patch was made by the tradesman after the leak. But I still think the felt looks old and worn. It doesn't look like it has been pierced by stones being tapped or trodden into it. So I still think the cause of the leak was probably age related wear and tear.

## **my final decision**

For the reasons given above, I'm not upholding Mr E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 16 November 2015.

Daniel Martin  
**ombudsman**

## PROVISIONAL DECISION

### **complaint**

Mr E complains Tesco Underwriting Limited (Tesco) unfairly refused to pay his claim.

### **background**

Mr E made a claim on his Tesco household insurance. This was for damage to both his roof and the inside of his home. Tesco agreed to pay for the internal damage. But it refused to pay for the repair to the roof.

It's accepted by both Tesco and Mr E that it wasn't caused by storm. He says the roof damage should be paid for under his accidental damage (AD) cover. He says he damaged it accidentally when doing maintenance. He tore the felt with a spade or shovel. Or he stepped on chipping stones and these pierced the felt.

Tesco says the cause of the damage is age related wear and tear. It says this is excluded by Mr E's policy so it won't pay for the repair to the roof.

Our adjudicator thought the complaint should be upheld. He felt the damage to the roof was probably caused accidentally by Mr E. So Tesco should pay for it under Mr E's AD cover. Tesco didn't agree so the complaint has been passed to me.

### **my provisional findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done this, I don't intend to uphold it.

I don't think the damage to the roof was probably caused by Mr E while he was maintaining it. I think it was most likely due to age related wear and tear. Loss or damage caused by this is excluded by Mr E's policy. So I don't think Tesco needs to pay for the repair.

#### *what was the cause of the damage?*

Mr E says was breaking up large chipping stones. When doing this he tore the felt with a spade or shovel. He also says he stood on the stones. This caused them to pierce the felt.

Mr E's provided a report from his roofer. The roofer cleared the chipping stones from the roof. And he found stones digging into the roof and piercing it. This was where the leak was found. And it was caused by someone standing on the stones. Mr E's provided photos of the damaged area.

It doesn't look to me like the damage was caused by the straight edge of a spade or shovel. It also doesn't look like damage caused by stones piercing the felt. As Tesco says, there is blistering on the felt. I can see this around the damaged area. And a patch up repair had also been made to the roof. The felt material is fairly old for its type. Because of all this I think age related wear and tear probably was the cause of the damage.

#### *is wear and tear covered by the policy?*

Mr E's policy excludes loss or damage caused by wear and tear. This also applies to his AD cover. So Tesco acted reasonably when it refused to pay for the repair to his roof.

**my provisional decision**

For the reasons given above, I don't intend to uphold Mr E's complaint.

Daniel Martin  
**ombudsman**