

## **The complaint**

Mrs W complains about Tesco Underwriting Limited's (Tesco) handling of a claim for storm damage under her buildings insurance policy.

Mrs W is represented by Ms W, so for ease I'll refer to Ms W. Any references to Tesco include its agents.

## **What happened**

In February 2022, Mrs W says her home experienced storm damage. Mrs W was left unable to access the outside of her house due to fallen trees causing damage to phone lines, render on the external brickwork, the driveway, and the boundary between Mrs W's home and her neighbour. Ms W contacted Tesco on Mrs W's behalf to make a claim.

Tesco settled the parts of the claim about the fallen tree and repaired the render. Ms W says there were mixed messages about what would happen with the repair to the drive. Ms W initially was asked to get a quote for the repair and was then told Tesco wanted to send someone out to inspect the damage. This happened in April and Ms W says in July they were told the damage to the drive would not be covered. This was because Tesco felt the damage was caused by wear and tear.

Unhappy with this, Ms W complained. Tesco issued its final response July 2022, saying it maintained the decision not to cover the damage to the driveway. It said the driveway had deteriorated over time and therefore wasn't covered. Tesco acknowledged it should have arranged for its contractor to inspect other areas of damage too and apologised for this.

Ms W referred the complaint to this service. It was considered by one of our investigators who said she thought it likely a tree of the size that fell would cause some damage to the driveway, so Tesco should make a payment for the damaged driveway directly under where the tree fell. She also recommended compensation of £300 to recognise the distress and inconvenience caused by the handling of the claim. As Tesco didn't agree, this matter has been passed 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.

At this point I think it's helpful to clarify that I've only considered the information on the file dated up to the date of the first final response. I understand a second complaint has been made, and if Mrs W remains unhappy with Tesco's response, she can refer the second complaint to this service for consideration. And as the only outstanding issue in the first complaint is the driveway, I've focused my decision on this.

### *The Driveway*

As Tesco accepted the claim for damage to the house, hedge, and rockery, it's been confirmed the only issue in this complaint is the damage to the driveway. Ms W says the driveway was damaged when the tree fell on it. Tesco appears to acknowledge there is damage to the driveway but says this is caused by wear and tear.

When considering a storm claim, we'd start by considering three questions, and for ease I've set these out below:

1. Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Is the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

It's accepted storm conditions occurred when the damage happened, and damage caused by a falling tree can be consistent with damage caused by storm conditions. So, the answer to the two first two questions is yes. The issue here is whether or not the storm conditions were caused by the damage to the driveway.

The report from July 2022 carried out for Tesco said of the driveway damage was as a result of wear and tear, and the damage is not consistent with a falling tree. And I appreciate when the claim was initially logged, the original images taken by Ms W were done so from a distance. This was because health and safety reasons meant she wasn't able to get much closer. As a result, some of the photos don't clearly show the impact of the tree falling on the driveway as we might otherwise have seen.

However, as our investigator noted, there's an inconsistency between the photos taken by Ms W in February and those taken by the surveyor in April 2022. These photos indicate there was some damage to driveway. But I accept the arguments put forward by Tesco the evidence provided doesn't support the suggestion *all* the damage to the driveway was caused by the falling tree.

My role here is to decide what I think is a fair and reasonable outcome. I need to weigh up the information that's provided and where this is incomplete, or contradictory, I need to decide on the balance of probabilities, what I think is more likely to have happened. Having considered all the information, I think it is more likely than not the tree caused some damage to the driveway when the storm conditions caused it to fall. But I'm not persuaded it caused all the damage. I say this because from the photographs provided, it's clear the tree only fell over a section of the driveway, and the photographs provided by both Ms W and Tesco indicate there are other areas with damage.

With this in mind, I'm going to require Tesco to make a monetary payment to Mrs W to cover the cost of repairing the damage to the driveway directly beneath where the tree fell. The payment should be based on the invoice for repairing the driveway sent by Ms W.

I'll turn now to the payment recommended by the investigator for the distress and inconvenience experienced by Mrs W during the claim. Ms W tells us she's been the key point of contact for this case as her grandmother is elderly and, having been provided with some conflicting information in the early stages of the claim, felt she needed support with the claim. I can see the wider circumstances that led to Mrs W making the claim could have been worrying, so I've considered how Tesco's actions have added to this for Mrs W.

Tesco hasn't refuted Ms W's claim it wrongly told Mrs W she wasn't covered for storm damage when the policy documents show she was. Tesco also acknowledged in the final response letter issued in July 2022 it didn't handle the inspection properly and contractor didn't assess all damage when they first had the opportunity to do so, and this lengthened

the time taken to resolve the claim. I think this would have been really worrying for Mrs W, along with the lack of contact between Tesco and Ms W, when it's shown Ms W was frequently contacting Tesco to try and get an update on the claim.

I appreciate there were areas of damage that were addressed fairly quickly. But I agree with the conclusion our investigator reached in that there were others that took longer. Tesco acknowledged the inspection of the property should have happened in a way that all damage was assessed together. In the circumstances, I'm satisfied £300 compensation is appropriate here to consider the distress and inconvenience Mrs W experienced.

### **My final decision**

I uphold this complaint. To put things right I require Tesco Underwriting Limited to:

- Make a monetary payment for the cost of repairing the damage to the driveway directly below where the tree fell.
- Pay Mrs W £300 for the distress and inconvenience experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 5 April 2023.

Emma Hawkins  
**Ombudsman**