

The complaint

Mrs M complains about ineffective repairs and delays in Tesco Underwriting Limited's (Tesco) handling of her claim for storm damage to her roof, under her home buildings insurance policy.

Mrs M is represented by her son in law, Mr A. But I'll refer to Mrs M in my provisional decision for ease.

What happened

In September 2022 part of Mrs M's roof was damaged during a storm. This allowed rainwater to cause further damage internally.

Mrs M contacted Tesco to make a claim. It sent a surveyor who agreed the claim was due to storm damage. Around eight days later, a contractor visited to assess the repairs. Mrs M was then told there were no storm conditions at the time of the loss. This meant her claim wasn't covered. Mrs M complained to Tesco. A further inspection was arranged at the end of October 2022. The claim was accepted following this inspection.

Mrs M says Tesco's initial 'make safe' repairs to the roof were inadequate and only lasted two weeks. She says the leaking roof wasn't repaired until April 2023. The delay resulted in dampness and fungus. Mrs M says a further repair was needed to repair some roof tiles in May. This didn't work and rainwater continued to enter her home. Tesco told her this would need a second claim. It later changed its mind and included this in the original claim.

Mrs M says Tesco told her a 'gas test' was needed to identify where the leak had originated from. She complained about the time taken to effect the repairs. As well as the impact this had on her mental and physical health.

In its final complaint response dated 4 May 2023 Tesco says Mrs M contacted it in March to say water was still entering her property. It discussed Mrs M using her own builder, to allow for a quicker 'make safe' fix. It says following its surveyor's visit in March it concluded a second claim wasn't warranted. Tesco says it then forwarded its schedule of works to its appointed repairer.

Tesco apologised for delays in its repairer arranging for the work to be done. It says the work was expected to begin on the same day it sent its complaint response. For the delays in dealing with the roof repairs Tesco offered Mrs M £300 compensation.

Mrs M didn't think Tesco had treated her fairly and referred the matter to our service. Our investigator didn't uphold her complaint. He says Mrs M was inconvenienced by the delay in Tesco repairing the damage to her home. But he thought the £300 compensation it offered was fair. He says Mrs M's home was still habitable and he could see that Tesco had made reasonable efforts to progress the claim.

Mrs M didn't agree and asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

I issued a provisional decision in October 2023 explaining that I was intending to Mrs M's complaint. Here's what I said:

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 so my intention is to uphold Mrs M's complaint. Let me explain.

Mrs M made a storm damage claim toward the end of September 2022. Her claim was initially accepted, following an inspection. It was then rejected eight days later. Mrs M disputed this. A further inspection took place at the end of October. Following this the claim was accepted and a scope of work was produced.

I've read both inspection reports. The first refers to damage caused by an on-off storm cause. The second report doesn't explain why the claim was now being accepted. Arrangements were then made for a contractor to carryout repairs.

It's for the insured to show that they have suffered a loss resulting from one of the causes covered by their policy. Mrs M told Tesco that high winds had damaged her roof. I can see that her policy provides cover for storm damage. Tesco accepted this.

Tesco doesn't explain why it changed its decision from rejecting to then accepting Mrs M's claim. But it has accepted it. So, I needn't consider whether storm conditions caused the damage, only how Tesco handled the claim.

It's not been clearly explained why the claim was accepted, declined, and then accepted again. However, the original survey was completed around 5 October 2022. The second report reaffirming the claim was sent to Tesco mid-November. From what I've seen this delayed appointment of a contractor by around six weeks.

A temporary repair was put in place to stop rainwater entering Mrs M's home. She says this failed after two weeks. I can see from Tesco's claim records that an urgent request was made on 11 January 2023. This says the 'make safe' had failed and an urgent resolution is required. The record refers to a ceiling having partially collapsed in Mrs M's bedroom due to ongoing rainwater ingress. The record says, "currently there would be no use in doing another temp repair, for this to fail".

I asked Tesco to confirm when the temporary repair was completed. It responded to say this was on 14 October 2022.

Tesco's claim records say the substantive repairs to the roof were planned to start on 13 February 2023. I asked Tesco to clarify if this is when the work actually started. It responded to confirm this was correct.

Mrs M's son-in-law emailed Tesco on 13 March 2023 to advise water was still entering both the sitting and dining rooms. The claim records show a surveyor attended on 20 March. The note says, "Damage Description There are broken tiles to the left-hand side of the dormer, we believe this has been caused by persons being on the roof and accidentally breaking them...we feel this damage should be covered under [sic] original claim". In its final complaint response, Tesco says the repairs for this issue were due to commence on 4 May.

The rules by which our service operates are set by the Financial Conduct Authority (FCA). These are called the dispute resolution or DISP rules. The rules say that we can only consider a complaint that has first been raised with the regulated business. This means that I can only consider the complaint up to the date of Tesco's final complaint response. This was dated 4 May 2023. If Mrs M remains unhappy with the handling of her claim beyond this date, she can of course complain to Tesco about this. If she's not satisfied with its response she can then ask our service to consider the matter.

Claims of this nature will invariably result in some level of inconvenience and disruption. But we expect Tesco to handle claims effectively. This means it should avoid causing unnecessary delays and carry out repairs that are effective and long lasting. I don't think Tesco handled Mrs M's claim effectively. This has caused her inconvenience, but also significant distress over a prolonged period.

I say this because from the start there were delays due to Tesco changing its mind as to whether the claim should be accepted. It decided it was. But I haven't seen a clear explanation for the change in its decision. This caused over a month's delay in progressing the claim. A 'make safe' repair isn't intended to be a permanent fix. But I think it's reasonable to expect this to last longer than two weeks. Because it didn't it meant Mrs M had to have buckets in place to try and mitigate the ongoing rainwater damage.

Tesco says the temporary repair was completed on 14 October 2022. I think this should've happened sooner. Similarly, the roof wasn't repaired until April 2023. But due to damage caused by the roofers this meant water ingress continued beyond 4 May 2023. This is around eight months after Mrs M reported her claim. During this time several rooms in her house were unusable. She had to regularly empty buckets of water to prevent further damage. It's also clear that Mrs M is elderly and not in good health, which made this situation more difficult for her.

Mrs M describes how the rooms in her home were affected by fungus due to the ongoing rainwater ingress and general dampness. There was a strong smell of damp for the full period the repairs were ongoing. I acknowledge her comments that the ongoing damp and delays in Tesco's handling of her claim also caused her anxiety.

Having carefully considered the evidence and all the circumstances of this complaint, I don't think Tesco handled Mrs M's claim fairly. This caused disruption, distress, and inconvenience over a prolonged period. Because of this I think Tesco should pay Mrs M a higher level of compensation. A total payment of £750 is fair here.

I said I was intending to uphold this complaint and Tesco should pay Mrs M £750 compensation.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Mrs M responded to say she accepted my provisional decision.

Tesco responded to say it had no further comments or information to provide.

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.

As neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

My final decision

My final decision is that I uphold this complaint. Tesco Underwriting Limited should:

- pay Mrs M £750 compensation, in total, for the distress and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 13 December 2023.

Mike Waldron
Ombudsman