

The complaint

Mrs S has complained about Tesco Underwriting Limited's decision to reject a claim she made for storm damage under her home insurance policy.

What happened

Mrs S reported damage from her roof which led to water damage to her home. She said it was caused by storm conditions that occurred on 22 May 2024.

Tesco arranged for a Surveyor to inspect the damage to see if it was covered under Mrs S's policy. The inspection took place a couple of days later and the Surveyor reported back to Tesco.

The Surveyor reported that the damage wasn't caused by a storm, but poor weather had highlighted damage that had occurred over time. As damage caused by wear and tear was excluded, and there was no evidence of damage caused by an insured event, Tesco rejected Mrs S's claim.

Mrs S brought her complaint to us. Our Investigator didn't recommend it should be upheld. He said there was no evidence the dominant cause of damage was due to storm conditions – and there wasn't evidence that storm conditions had occurred at the time according to local weather reports.

Mrs S doesn't agree and wants an ombudsman to decide. In summary she says:

- Storm conditions did occur and is the main cause of the damage.
- Her policy with Tesco covers her for damage caused by water ingress.
- Her policy provides Trace and Access cover for water leaks.
- The Surveyor report quoted a price for roof repairs.
- Video and photos she's provided show her home has been damaged by water.

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 the Investigator explained, insurers do not provide cover for every eventuality. They provide cover for specified insured perils such as storm, flood or fire. In other words, they provide cover for sudden unforeseen events. So it is very common for insurers to exclude cover for damage that hasn't been caused by an insured peril: such as damage that has occurred gradually over time, or due to wear and tear. This is why the cause of damage matters.

There is no dispute that Mrs S's home has been damaged by water coming in from the roof. And I've no doubt this has caused significant upset, disruption and worry for Mrs S. But this fact that her home is water damaged doesn't mean Tesco should meet her claim. And the fact that the Surveyor provided an estimate for the costs of the repairs in their report doesn't mean they thought her claim was covered. It is standard practice for a Surveyor to include the estimated costs of repair when reporting to an insurer. The report goes on to say the claim should be declined in full. The final decision on whether a claim should be met or not rests with the insurer.

The circumstances of Mrs S's claim – in order for Tesco to consider it – is of storm damage.

We ask three questions when considering storm damage claims to help decide whether an insurer has acted reasonably - and in line with the policy. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- If so, is the damage being claimed for consistent with damage that a storm typically causes? and;
- Were storm conditions the main cause of the damage?

If the answer to all these questions is 'yes' then we think the claim is likely to succeed. But, if the answer to any of the above questions is 'no' - the claim for storm damage is unlikely to be covered.

Tesco provides a definition in its policy of storm conditions that allow it to consider a claim. Their policy defines storm as:

"A single violent weather event with wind speeds exceeding 55mph, and/or snowfall exceeding 30cm in depth within a 48 hour period, and/or torrential rainfall at the rate of at least 25mm per hour."

We have checked local weather reports confirming what the rainfall was during the period Mrs S reported the damage. This shows that there was a peak of hourly rainfall of 10.2mm an hour.

I've looked at the weather report information Mrs S has provided to dispute this. They show there were weather warnings for the UK. But they aren't as persuasive as the information recorded after the event locally to where Mrs S lives. So I've given more weight to the independent recording of what rainfall occurred at the time.

It's reasonable to expect a roof in good condition to withstand heavy rainfall. A storm – under Tesco's definition – as an episode of extreme weather.

So, based on all of the available evidence, the answer is 'no' to the first question. However, even if I agreed with Mrs S on this point, because of my findings for the remaining questions, this doesn't change the outcome.

The Surveyor reported that there was no storm damage to Mrs S's felt roof. They found a gully on the flat roof holding water.

Mrs S says that the photos provided by the Surveyor show there was a hole in the gully. Even if they do, this doesn't mean that the hole was caused by a storm.

As a storm is described as extreme violent weather, an insurer expects to see signs of damage consistent with that a storm typically causes: examples are a sudden collapse of structure, lifted tiles or lifted flat roof that would have been in otherwise good condition.

From the photos and the Surveyor's description of the damage, I'm satisfied that the answer to the second question is 'no'. And it follows that the answer to the third question is also 'no' as there is no evidence storm conditions were the main cause of the damage.

As I've said, there is no dispute that Mrs S's home has been damaged by water from heavy rainfall coming in from the roof. But the evidence doesn't show the cause of that damage was by storm. So as the cause of damage isn't something covered under the policy, I don't think Tesco acted unreasonably in declining the claim.

Mrs S had additional cover under her policy for 'Trace and Access' and for 'Accidental Damage'. I've looked at what this cover provides and in what circumstances.

Under Trace and Access, Mrs S's policy with Tesco says;

"We will pay the costs you have to pay to find the source of any water or oil escaping from tanks, pipes, appliances or fixed heating systems that is causing damage to the buildings; including the cost of removing and replacing any part of the walls, floors, roof or ceiling."

The water that caused damage to Mrs S's home did not come from any of the above places. Any claim dealt with in these circumstances is referred to as an 'escape of water' claim. So Trace and Access cover doesn't apply here.

Mrs S holds Accidental Damage (AD) cover under her policy. But like many insurers, Tesco has exclusions which it highlighted under its Insurance Product Information Document (IPID) along with the full policy wording. The IPID says:

"What is not insured

Loss or damage caused by: gradual deterioration or normal wear and tear; a lack of general maintenance;" and;

"Accidental damage caused by water entering your home."

I understand Mrs S strongly believes her claim is covered. But for the reasons I've set out above, I don't agree. And so I don't think Tesco has done anything wrong. I think it promptly and properly investigated her claim and rejected it in line with the policy.

This means I'm not asking Tesco to deal with Mrs S's claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 22 August 2024.

Geraldine Newbold
Ombudsman