

The complaint

Mrs M and Mr M complain that Tesco Underwriting Limited have unfairly declined their claim for storm damage to their property.

What happened

Mrs M and Mr M had a buildings insurance policy with Tesco.

In September 2023 Mrs M and Mr M noticed that there was some damage to the mortar on the gable of their house. They instructed a building surveyor to look at it, and he noted that the gable end of the property was leaning, and in turn instructed a structural engineer.

The engineer confirmed that the gable end was leaning, and attributed the damage to strong winds, and recommended repairs, so Mrs M and Mr M made a claim on their home insurance under the storm peril.

Tesco have declined the claim, saying that the storm peril isn't satisfied.

In January 2024 Tesco issued their final response, saying that there was insufficient longitudinal bracing in place and the weather conditions had highlighted the lack of support. The exclusion of faulty workmanship, materials and design was engaged, and the claim was declined.

One of our investigators has looked into Mrs M and Mr M's complaint and he thought the complaint should be upheld and recommended that the claim proceed.

Tesco disagreed with our investigator's view, and so the case has come to me to review.

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.

In this case I have to consider whether Tesco have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.

Having considered all of the evidence carefully, I am upholding Mrs M and Mr M's complaint, and I will explain why.

When our service looks at a storm claim, there are three questions to consider:

1. Were storm conditions present on or around the date the damage is said to have happened?
2. Is the damage consistent with damage caused by a storm?
3. Were the storm conditions the main cause of the damage?

If the answer is yes to all three questions, then a claim will usually succeed.

Were there storm conditions present on or around the date the damage is said to have happened

I've firstly looked at whether storm conditions were present. Mrs M and Mr M's policy booklet 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."

Mrs M and Mr M say that they only noticed the damage to the roof when they found fallen mortar at the side of the house, which led to then identifying the issue. The weather reports from the dates around the discovery of the damage don't indicate that there were storm conditions.

However, the surveyors report provided by Mrs M and Mr M says that in his opinion this damage is most likely to have happened as a result of severe storm conditions, and that the most likely time would have been in early 2022 when there was an unprecedented weather event in the area which was named as Storm Eunice.

I've reviewed the weather information relating to Storm Eunice and Mrs and Mr M's area was definitely badly affected by the storm. Weather reports show that during Storm Eunice on 18 February 2022 there were wind speeds of 67mph recorded 11 miles from their house, and on 21 February there were speeds of 55mph – which would satisfy the definition of a storm in the policy.

I've also reviewed the information provided by the Met Office about Storm Eunice. It says that winds gusted widely at over 60kt (69mph) across southern England and there as an associated powerful jet stream. The weather maps show a red warning for wind over the south east, including Mrs M and Mr M's area. They are at an elevated location and so are likely to have been worse affected.

So, I'm satisfied that there were storm conditions on or around the time that the surveyor says that the damage is likely to have happened.

Is the damage consistent with damage caused by a storm

Tesco sent out a their own surveyor who met Mrs M and Mr M's surveyor at the property.

Mr M has provided evidence from both the building a surveyor and a structural engineer. The building surveyor said that when he examined the house in 2020 there were no issues, but he was asked to look at the property again in September 2023 after Mrs M and Mr M noticed cement pointing had dislodged from the roof tiles at the gable end. The surveyor noted that the gable wall was leaning out of plumb, and instructed a structural engineer, who reported in November 2023 that:

"From our inspection, it is apparent that the incidence of higher wind speeds in recent years has allowed wind suction forces to pull and distort the gable cavity wall triangle apex outwards, with consequential truss distortion and "out of plumb"."

Mrs M and Mr M have followed the recommendations made by the engineer to stabilize the structure, and no further movement has been noted on monitoring since.

I am not an expert on the kind of structural damage which can be caused by weather conditions. Sometimes it is obvious, such as with dislodged tiles, but in this case, I have to

rely on the reports provided to me, as this type of defect isn't something that we commonly see.

Mr M and Mrs M's surveyor has provided a report which describes how high wind can cause a vortex which is strong enough to draw out a gable wall and roof by driving vertically up a gable wall and curling at the peak, causing a vacuum which pulls out the wall.

Tesco's technical team have responded saying that this doesn't "ring true" to them and wind speed wouldn't cause a roof to blow over, but apart from saying that they don't think it could happen, they haven't provided any evidence to support this, or suggest why it isn't possible. And so on balance, I'm more persuaded by the surveyor and the structural engineer explanation that this kind of damage could be caused by a storm.

Were the storm conditions the main cause of the damage

Tesco say that the faulty design is the main cause of the damage. They say that the surveyor confirmed the proximate cause is insufficient longitudinal bracing, which the adverse weather conditions have highlighted, and so they have applied the following policy exclusion:

"You are not covered for: loss or damage caused by faulty workmanship, faulty materials or faulty design."

I've thought about the policy exclusion being applied, which uses the word "faulty". Faulty workmanship would result from a builder's failure to follow the design brief, faulty materials would be defective and substandard, and faulty design would likely result from incorrect or poor calculations and not following established design criteria or regulations. I have seen no evidence from Tesco that any of these have been established.

On the contrary, the truss roof was designed and built in accordance with the regulations in force at the time and has withstood over 40 years of weather conditions. An NHBC certificate was granted, and subsequent surveys for mortgages haven't identified any issues. And so, I'm not satisfied that Tesco can rely on this exclusion.

Tesco's have later said that:

"The damage here appears to be insufficient support to the roof. This may have been acceptable when built but is not today, although this would have been sufficient for a build in its day it is clear that this would not be expected to last without maintenance or re-building as is usual throughout the lifetime of a property. Where weather can have an impact, this should be noticeable as it occurs, where it is not noticeable and several events have had an impact, this is not a one-off event and cannot be insured. Where this occurs over time as this appears to have been, again maintenance and a timely rebuild would be the remedy."

I can see that Mrs M and Mr M's surveyor agrees that the roof would not satisfy building regulations if it were built today. However, Mrs M and Mr M would not have been expected to know this, and to know that upgrading work was necessary until the damage occurred.

Also, although I'm satisfied that it wouldn't be within current regulations, again I've seen no evidence that the roof supports are actually insufficient, nor has it been explained in what way that makes it more likely to lean.

While it may be the case that there is insufficient support in some parts of the roof, I haven't seen any evidence that the roof itself would have leaned in this way without pressure from an external force. To satisfy this question in a storm claim, the wind doesn't have to be the

only cause of damage, but the “main” cause. Tesco haven’t provided me with anything which suggests this type of leaning is common in roofs with insufficient longitudinal bracing, and so in the absence of evidence to the contrary, I’m satisfied that the surveyor’s explanation that the storm conditions were the main cause of the damage is reasonable given that it is his job to advise on such things.

As I’ve decided that all three questions for storm claim are satisfied, I will be directing the claim to proceed.

Putting things right

In order to put things right, Tesco should:

- Pay the £250 offered to Mrs M and Mr M for the delay in providing a claims decision.
- Pay for the temporary work carried out to make to roof safe and the cost of the reports obtained by Mrs M and Mr M.
- Pay 8% simple interest on these costs from the date they were paid until they are settled. This is subject to Mrs M and Mr M providing evidence of the costs to Tesco.
- Consider Mrs M and mr M’s claim subject to the remaining policy terms and conditions.

My final decision

Your text here

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs M and Mr M to accept or reject my decision before 13 March 2025.

Joanne Ward
Ombudsman