

## **The complaint**

Mrs B complains that Tesco Underwriting Limited made an unfair claim decision when she attempted to make a claim following damage to her property after a storm.

## **What happened**

Mrs B notified Tesco, in January 2024 that her property had suffered damage during a recent storm. A number of tiles became loose and fell from the roof and some damage occurred to contents in the Garden. She asked it to cover the cost of the damage and made a claim on her buildings insurance for the roof.

Tesco declined the claim. It said it was unable to agree the damage was because of the storm. It said there was signs of nail erosion and slipped tiles. The damage could be repaired, but the underlying condition of the roof meant further damage would occur due to the condition of the nails and back pointing securing the slates.

Unhappy with the claim decision, Mrs B complained.

Our investigator looked at this complaint and said this Service has a defined approach to considering storm damage and whether a business has acted fairly when considering a claim made under this peril.

They explained they were satisfied the answer to the first two questions we'd ask was a yes. There was a storm, on or around the date of when the damage was said to have happened. And they felt tiles being lifted and taken off the roof was damage consistent with the damage you would typically see with a storm.

However, they didn't think the third question could be answered with a yes. They didn't think it had been demonstrated the storm was the main cause of the damage. After reviewing the photos of the damage and report provided by Tesco, they felt it was likely the underlying condition of the roof was highlighted by the storm. The nail erosion was exacerbated by the storm conditions with the tiles being lifted.

Mrs B disagreed with the outcome. She argued that although the roof was the original roof of the property and the house was built around 1900 – based on the build date listed in Tesco's report, regular maintenance had been completed on the roof. So she didn't think it was fair to say that wear and tear or gradual damage could be the reason for the damage now. She maintained the only reason for the damage was because of the storm. In support of this she provided a statement from a neighbour who is a roofer by trade.

Our investigator's opinion remained unchanged, they were not persuaded by the information provided that it could be said the nail erosion was not the cause of damage. As a result, Mrs B asked that the complaint be referred for decision.

## **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.

I've decided not to uphold this complaint, for much the same reasons as our investigator. I know Mrs B will be disappointed by this, but I'll explain why I've made this decision.

Our investigator has set out in detail the questions we focus on when thinking about storm damage complaints and whether the business has acted fairly. I've referenced these in the background and haven't set them all out again here.

It is not disputed that there was a storm, or that the damage sustained by Mrs B's property is consistent with what might be expected. But, our investigator feels the storm is not the main cause of the damage. It is this which is still in dispute and I've focused on this within my decision as the crux of this complaint.

Mrs B argues her property and its roof have been regularly maintained over the years. She has provided a statement from a local roofer and neighbour to support this. She feels this history of maintenance means it can be disproved that the cause of the damage to her property was the roofs underlying condition.

Tesco has provided its report completed after the claim was raised and this says the following as its opinion on the cause of damage:

*"The slated roof is original to the property and showing signs of nail erosion. Slipped and missing slates are evident to all areas of the roof."*

Mrs B has not provided any evidence to demonstrate what works were previously completed on the roof. I don't dispute work has been undertaken, but whether this was to remove and refit all slates with new fittings is not shown.

The age of the roof, coupled with the evidence of the nail erosion and photos of the roof which demonstrates slipped tiles in multiple locations, indicates that an underlying issue with the structural soundness of it is likely.

While it is likely the storm caused some damage, I am not persuaded it was the main cause of the damage. And the roofs general condition and underlying issues with nail erosion was highlighted by the storm conditions.

It is this underlying condition which I think is more likely the cause of damage. The opinion of the builder/roofer, provided by Mrs B is that the whole roof would need replacing. I think this supports the opinion of Tesco and its assessor who felt the damaged areas could be repaired, but without repairs to the whole roof, further damage would likely occur.

Overall, I've not seen anything to demonstrate that Tesco has made an unfair claim decision when deciding to decline Mrs B's claim. As a result, I cannot say it needs to do anything else now.

### **My final decision**

For the reasons I've set out, I don't uphold Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 10 March 2025.

Thomas Brissenden

**Ombudsman**