

The complaint

Mr M and Mrs M have complained that Tesco Underwriting Limited (Tesco) unfairly declined part of a claim under their home insurance policy.

What happened

Mr M and Mrs M found damage to their home following a storm. They contacted Tesco to make a claim and explained they had arranged for a company to start repairs. Tesco noted this was because there were solar panels on the roof that were still under warranty.

Mr M and Mrs M later provided photos of the roof and the invoices for the work. Tesco also appointed a surveyor, who carried out a desktop survey. Tesco agreed to cover the damage to the solar panels, but said it wouldn't cover the rest of the damage.

Mr M and Mrs M complained about the claim decision and Tesco's customer service. When Tesco replied, it maintained its decision to only pay for the damage to the solar panels, which it said was £2,400, from which it deducted the excess. It said its surveyor had assessed that the rest of the damage was wear and tear. However, it said there were issues with communication and delays with the claim. It offered £500 compensation.

When Mr M and Mrs M complained to this Service, our Investigator upheld the complaint. She said there was a storm. She also looked at the evidence and said Mr M and Mrs M's expert evidence was more persuasive than Tesco's. She said Tesco hadn't shown it was fair to apply an exclusion. She said it hadn't shown that the storm wasn't the dominant cause. She also said the £500 compensation offered was fair in the circumstances.

Tesco didn't agree. It said its surveyor had found wear and tear to the roof. It also noted that the repairs were already being carried out when it was notified, although it accepted this might be to mitigate loss. It also said there was a record of a previous storm claim the same year that hadn't gone ahead due to the low costs/ excess. It suggested this also potentially meant there were pre-existing issues with the roof. So, the complaint was referred 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.

When we look at a storm claim complaint, there are three main issues we consider:

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?

We're only likely to uphold a complaint where the answer to all three questions is yes.

It isn't in dispute that there were storm conditions around the time the damage was found. But, I've looked at weather conditions around that time to see what they showed. I found windspeeds of up to 67mph within 0.8 miles of their postcode. This would be considered storm strength. Windspeeds of this strength would normally be considered a violent storm and can cause widespread damage. I think this could include damage to a roof and solar panels. So, I think the answer to the first two questions is yes.

So, I've thought about the third question, about whether the storm was the main cause of the damage. I'm aware Tesco agreed to pay for the damage to the solar panels. However, I note Mr M and Mrs M have said the £2,400 they were offered didn't include the cost of the solar panel rails because this damage wasn't visible when the solar panel company provided its original quote. Based on the surveyor's report, I can see that the rails were meant to be included in the claim settlement.

But, I've focussed on the damage to the roof. I'm aware that, generally, a policyholder shouldn't carry out permanent repairs before an insurer has had the opportunity to assess the damage. This can make it more difficult to assess the damage and can sometimes prejudice a claim. However, I can see from the claim notes that when Tesco was told the repairs were going to be carried out, Mr M and Mrs M were asked to provide photos, which they did. Mr M and Mrs M also updated Tesco at various stages, including in advance of the inspections and works that were due to be carried out. Tesco also told this Service it acknowledged that carrying out the work might have been necessary to mitigate loss.

The company that carried out the repair for Mr M and Mrs M said it carried out its assessment following storm damage and explained the damage found. It found extensive damage to the gable roof and ridges and multiple slates had slipped or moved. The solar panel rails had bent and there was also damage to battens and felt. I'm aware Mr M and Mrs M have also provided another report that explained the likely cause of damage. However, from what I can see, the report is dated after Tesco replied to the complaint, so it isn't information Tesco was aware of when it replied to the complaint. However, this doesn't prevent Mr M and Mrs M providing this information to Tesco if they wish to do so.

Tesco carried out a desktop survey, which included assessing Mr M and Mrs M's photos and quotes. I've read the surveyor's report. This said any issues with the roof were as a result of age-related issues. It said the photos showed the roof to be in generally poor condition and the condition of the slates suggested it was the original roof. It noted that there were cracked slates and sections missing. There was also evidence of previous repairs to the roof. It said the number of slipped tiles and ill-fitting slates suggested nail fatigue. It said the water damage to battens would be because of ongoing water ingress.

I've thought about this. I'm aware Mr M and Mrs M's assessments were carried out by a company that was able to view the damage and described the effect of the storm on the roof and solar panel. Tesco's surveyor found evidence of previous repairs to the roof, which I note indicated that maintenance had previously been carried out on it. The surveyor also found evidence of slipped tiles and said this suggested nail fatigue. But this wasn't direct evidence, such as evidence of the condition of the nails themselves, although I accept the surveyor only had the photos to base the assessment on. The surveyor also said the damage to the battens was due to ongoing water ingress. But it gave no assessment of how long it might have been ongoing and whether it might only have started following the storm. Because the surveyor said it was an ongoing issue, the internal damage wasn't then considered.

Given there was a storm, it was for Tesco to show it was fair to apply an exclusion in order to decline the claim. I'm not persuaded it has done enough to show this. I'm mindful that there were very strong winds at the time Mr M and Mrs M said the damage happened. Those winds were strong enough to cause extensive damage. Tesco has also accepted that the winds were strong enough to bend the solar panel rails. Mr M and Mrs M's expert found the solar panel damage and also explained the other damage found following the storm. I don't think Tesco's assessment showed why it was more likely that the age of the roof, rather than storm strength winds, was the main cause of the damage.

Tesco has also suggested to this Service that a previous storm claim that wasn't pursued potentially indicated there was pre-existing damage. Tesco didn't look at this during its claim consideration. The surveyor's report noted that there was no evidence of other recent claims. Tesco has also provided no evidence to this Service of what any potential pre-existing damage might be. It had the opportunity to consider this when it assessed the claim. I think it's unfair that it has now raised this.

Based on everything I've seen, I uphold this complaint and require Tesco to deal with the roof and any internal damage to the property in line with the terms and conditions of the policy. It should do so on the basis that there was a storm and that the damage was caused by the storm. Mr M and Mrs M said they had to pay credit card interest in order to cover the cost of the repairs themselves, so Tesco should also pay those charges. I'm aware Mr M and Mrs M have also asked for lost ISA interest to be covered, but I think it's reasonable for Tesco only to cover the credit card interest.

I've also thought about the £500 compensation Tesco offered. This was because it accepted there had been delays and poor communication during the claim. This included issues with appointing a surveyor and miscommunication about who had been appointed and whether they would visit. In the circumstances, I think the compensation offered was fair and I don't require it to pay any further compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Tesco Underwriting Limited to:

- Deal with the damage to the roof and any internal damage and on the basis that there was a storm and that the storm caused the damage.
- Pay Mr M and Mrs M the credit card interest they paid for the items covered by this claim, subject to them providing it with suitable evidence of this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 26 March 2025.

Louise O'Sullivan
Ombudsman