

The complaint

Mr J complains about delays from Tesco Underwriting Limited ('Tesco') on a claim he made on his home insurance policy for malicious damage.

References to Tesco include its agents.

What happened

Mr J contacted Tesco in June 2023 to make a claim on his home insurance policy after his home was broken into and damaged. He appointed a loss assessor to assist him with the claim, who is also acting as his representative for this complaint.

By December 2023 the claim was still being investigated by Tesco. So, Mr J made a complaint. Tesco provided a final response to this complaint on 18 December 2023, and it said the delay progressing the claim was because information it had requested, including documentation about a criminal charge against Mr J, hadn't been provided.

Our investigator said she said she could only consider events up to Tesco's final response of 18 December 2023 and Mr J would need to make a new complaint directly to Tesco about anything which had happened after then, including the loss of value he said he incurred from subsequently selling his home.

The investigator considered the events which happened up to the final response. But she didn't think Tesco had unfairly delayed the claim. She thought some delays were likely due to police completing inquiries, but other delays were caused by Tesco not being provided with information it had requested including that relating to the criminal charge against Mr J.

Mr J disagreed with the investigator's opinion. In summary, his representative said all the necessary information including the crime reference number was provided to the loss adjuster on their first visit, the police dropped their charges against Mr J - so it was inappropriate for Tesco to delay the claim to await a police report about this, and no information had been withheld from Tesco during the claim.

Because Mr J didn't agree, the complaint was referred to me to decide.

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.

Having done so, while I understand Mr J will be disappointed, I've decided not to uphold this complaint. I'll explain why.

I've begun by looking at the policy terms. These say that damage caused by vandalism or malicious acts is covered. But the terms also say that the insured must supply all the information Tesco reasonably require to decide whether a claim may be accepted.

It isn't unusual for an insurer to request additional information to validate a claim. But Tesco should have carried out its enquiries promptly and it shouldn't have delayed the claim by unfairly asking for information that wasn't reasonably necessary for it to assess the claim. So, I've considered if any unreasonable and avoidable delays were caused by Tesco by not investigating the claim fairly or promptly.

I'll start by saying that I'll only be looking at the events up to the date of Tesco's final response on 18 December 2023. I understand the claim continued past this date, but these were new events which happened after Tesco had provided its final response. And this Service can't consider a complaint until it has first been made to the business which it is about. So, if Mr J is dissatisfied with any of the events which happened on the claim after 18 December 2023, he'll first need to make a new complaint directly to Tesco.

Tesco appointed a loss adjuster on the same date the claim was made, and they carried out their initial inspection on 19 June 2023. I acknowledge it was disputed whether the loss adjuster should have approached the loss assessor to arrange this initial inspection. But in any event, I think the length of time it took for the initial inspection and preliminary report to be produced was reasonable. So, I don't think there was any avoidable delay in carrying out the initial inspection.

Tesco said that a crime reference number wasn't provided during the loss adjuster's initial inspection and that this was chased this on 6 September 2023 and 12 September 2023. I note the preliminary report says "*Police Crime Number to be provided*", which doesn't align with the loss assessor's comment this reference was provided during the inspection. I also note Tesco's notes show that Mr J had already a crime reference number when he first reported the claim.

Police reports are often used by insurers to help determine if damage was caused maliciously. So, I think it was reasonable for Tesco to request this report. And, although I note Mr J provided a crime reference number when he first reported the claim, the number he provided does not match that contained on the police report for the 20 May 2023 break in of his home.

And, while I acknowledge Mr J's representative said the information was provided during the initial inspection, the adjuster's report from this inspection said the number was still to be provided, and other than Mr J's representatives comments, I've seen nothing further to show the correct crime reference number was provided.

So, I think the greater likelihood is that Tesco didn't have the correct crime reference number at this stage in the claim, and so didn't needlessly delay matters by chasing this reference number. I can see the correct crime reference number was provided to Tesco by the loss assessor by email on 12 September 2023.

Aside from the police report for the incident itself, Tesco also became aware of a prosecution against Mr J - who I understand was on bail - and it requested documentation about this charge multiple times from June 2023 to December 2023.

Mr J's representative said in requesting this report, Tesco's actions were inconsistent with the terms of the policy and the police report about Mr J's charge would have had no bearing on the malicious damage claim. But Tesco said this report was relevant to verify the circumstances of the incident and if Mr J was entitled to alternative accommodation - given Mr J had previously made a malicious damage claim and said he was no longer allowed at the property due to the police charge against him.

I'm not persuaded it was unreasonable for Tesco to have requested documentation relating to Mr J's charge. There were unusual aspects to this claim in that – although he subsequently withdrew this claim – Mr J's home and cars had been damaged in another similar incident prior to this claim, and Mr J was being charged with something himself. So, I don't think it was unreasonable for Tesco to think the charges against Mr J could potentially have had an impact on his claim, including any entitlement he may have had to alternative accommodation. Accordingly, I don't think Tesco unreasonably delayed the claim by requesting this information.

I acknowledge Mr J's representative said the charge against Mr J was dropped in October 2023. But I don't think it was unreasonable for Tesco to have required confirmation of this directly from the police. And looking at the emails Tesco provided, this confirmation wasn't received until January 2024.

I also acknowledge the loss assessor said Tesco were provided with all the necessary information. But I haven't seen further evidence showing Tesco were supplied with documentation about the police charge against Mr J.

Ultimately, I don't think it was unreasonable for Tesco to have sought further information about the police charge against Mr J, and although the loss assessor informed Tesco earlier on the charges against Mr J had been dropped, Tesco weren't in receipt of written confirmation of this from the police until after it provided its final response. So, I don't think Tesco unfairly delayed the claim up to the point of its final response to the complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 29 May 2025.

Daniel Tinkler
Ombudsman