

## **The complaint**

Mr M complained that Tesco Underwriting Limited (“Tesco”) unfairly declined his claim for storm damage when heavy rainfall overwhelmed the guttering and caused significant internal damage to the property. Tesco was providing a home insurance policy. Mr M was represented during this claim, but for ease and simplicity, I’ll only refer to Mr M.

## **What happened**

Mr M made a claim to Tesco when heavy rainfall overwhelmed the guttering and caused significant internal damage to the property.

Tesco appointed a surveyor to review and validate the claim. Based upon the surveyor’s report, Tesco decided to decline the claim. It said there was *“no storm damage to the roof, it would appear that the flat roof gutter was overwhelmed with the volume of rain. Water ingress has caused damage to the doors and frames below plus walls and flooring”*. Tesco continued *“the weather conditions have not met the storm criteria”* stated in the policy.

Mr M wants his claim settled and wants compensation for the inconvenience caused.

Our investigator decided to uphold the complaint. Based on weather records available to our service, she thought there were storm conditions at the time of the reported claim. She thought it likely the storm conditions were the main cause of damage and hadn’t seen any persuasive evidence that allowed Tesco to rely on exclusions within the policy to decline the claim. Tesco disagreed, so the case has been referred to an ombudsman.

## **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.

Our service has a defined process when we consider storm claims. There are three questions we consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I’m likely to uphold the complaint if the answer to all three is ‘yes’. If the answer to one of the questions is ‘no’, I’m unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Tesco said storm conditions weren’t present at the time of the reported incident. It said the maximum rainfall in a one hour period was 5mm.

Tesco explained its policy definition for a storm. It said the rainfall had to be at least 25mm in one hour for Tesco to consider the weather to be storm like conditions.

Our service has access to weather reports which we use to check the conditions when a claim is escalated to our service. So, I've checked these records for both the day of the reported incident and a few days leading up to the event.

The records our service has access to and which we rely upon show the rainfall was recorded as 37.8mm in a one hour period on 22 September 2024. Tesco has said this data is inconsistent with the reports it has access to.

Our service sees our data sources as reliable and I haven't seen an argument posed by Tesco to show why the records we would normally use, shouldn't be used in this instance. Our weather reports support the press coverage Mr M has shared which commentates on the poor weather conditions at this time.

I'm persuaded Mr M did have a valid storm claim, consistent with the definition held in Tesco's policy, therefore, I will consider the next question.

Was the damage claimed for consistent with damage a storm typically causes?

Tesco's own surveyor said the damage was likely caused by the gutters been overwhelmed with water. I think a sudden and heavy downpour could cause the gutters to overflow. Therefore, I think the damage claimed for is consistent with damage a storm typically causes. So, I can move to the final question.

Were the storm conditions the main cause of the damage?

In its final response letter, Tesco declined the claim due to no storm conditions been present. In later correspondence with our service, it explained it thought Mr M's roof had been poorly maintained.

I think it's poor practice for an insurer to argue a separate reason for declining the claim after the final response has been issued. Therefore, I would need overwhelming evidence to be provided by Tesco to persuade me to follow its new and evolving argument.

However, Tesco has only provided circumstantial points that aren't supported with persuasive evidence. Additionally, its own surveyor hasn't reported the roof was poorly maintained. So, I find Tesco's argument weak and without evidence. Tesco has said Mr M hasn't provided proof he has maintained his roof. I don't think he needs to, given Tesco hasn't provided any strong evidence to the contrary. Moreover, it seems Tesco didn't to a full inspection of the damaged roof as its surveyor only lifted the corner of the temporary tarpaulin cover when inspecting the roof.

I think Tesco unfairly declined this claim, so I uphold the complaint. I require Tesco to settle the claim in line with the remaining policy terms. If Mr M has already had any repairs done, Tesco should reimburse these costs (once it has had opportunity to review any receipts). It should also add 8% simple interest per annum (from the date of Mr M's expenditure to the date it is reimbursed).

Mr M has explained the frustration and distress he's experienced with this claim. It seems a fairly straight forward claim so I can see how this would've frustrated and annoyed Mr M. Therefore, I award £200 compensation for the distress and inconvenience caused by Tesco.

### **My final decision**

My final decision is that I uphold this complaint. I require Tesco Underwriting Limited to:

- to settle Mr M's claim in line with the remaining policy terms. If Mr M has already had any repairs done, Tesco should reimburse these costs (once it has had opportunity to review any receipts). It should also add 8% simple interest per annum (from the date of Mr M's expenditure to the date it is reimbursed).
- Pay £200 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 14 July 2025.

Pete Averill  
**Ombudsman**