

The complaint

Mr S complained that Tesco Underwriting Limited ("Tesco") unfairly declined his claim for storm damage when strong winds blew off the felt from his flat roof and damaged the inside of his home. Tesco was providing a home insurance policy.

What happened

Mr S made a claim to Tesco when strong winds caused significant damage to his roof. He asked his contractor to protect his home from further damage and left a key with a neighbour so interested parties could gain access to his house. Due to his specific circumstances which made him vulnerable, Mr S stayed with family and had a break in a warm climate.

Tesco didn't visit the property when the claim was reported to review the damage but made their own enquiries to validate the claim. Initially, Tesco covered some alternative accommodation costs, but then it decided to decline the claim.

Based on its enquiries, Tesco said the confirmed damage has occurred prior to the alleged date of loss and it said Mr S hadn't occupied the property for several months. Tesco said the policyholder must notify Tesco in the event the home is unoccupied, and it won't cover the damage to the property or contents in the scenario.

Tesco said it was advised the damage was due to a failure in the flat roof, which allowed water to leak inside damaging the chipboard and subsequently the inside of the home. It said this wasn't covered by the policy.

Mr S disputes Tesco's version of events and has provided a detailed letter of complaint. He would like his claim settled in full and would like to be compensated for the poor service he's received.

Our investigator decided to uphold the complaint. He wasn't *"satisfied Tesco did enough during the validation stages of the claim, and [he wasn't] convinced they've reached a fair and reasonable outcome or have provided sufficient evidence to justify the claim repudiation or cancellation of Mr S's policy"*. He said Tesco should settle the claim, including any further damage caused. Tesco should reimburse the £6,000 repair costs (plus 8% simple interest per annum) Mr S has paid so far and compensate £600 for the distress and inconvenience caused. 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.

I am upholding this complaint, as I don't think Tesco has provided evidence to support its decision to decline the claim. It has relied on exclusions within the policy, therefore, it is the responsibility of Tesco to prove on the balance of probabilities that it has been reasonable in doing this. I don't think it has, so I'll briefly explain why.

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 has provided weather reports which indicate the winds were gusting around 74mph at or around the time of the reported incident. This significantly exceeds the threshold for what our service would deem storm force winds.

I haven't seen any evidence provided to suggest the winds didn't meet the definition of a storm, so I'm happy in moving to the next question.

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

Given the strength of the winds, I think there is a high chance they could've caused structural damage to a property. So, I think the damage Mr S has 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 declining the claim, Tesco said the damage had occurred prior to the storm. It had concluded the roof was in poor condition and the damage had occurred gradually.

Unfortunately, Tesco hasn't provided any evidence to support its view. Tesco said Mr S' contractor had confirmed this to its loss adjuster. However, the loss adjuster has since left the business and there aren't any written reports from Mr S' contractor that supports this version of events. In addition, Mr S has strongly denied his contractor did say this. So, it's one word against another and I have no evidence to confirm one way or the other.

Mr S has provided photographs of the damage to his property. As Tesco, has relied on the exclusion cause, it needs to provide evidence to support its view. As it hasn't, I uphold this complaint. I think Tesco has done a poor job of verifying this claim, I would've expected it to visit the property soon after the event and carry out its own assessment of the damage.

I appreciate Tesco's viewpoint that after an insured event, the policyholder has a responsibility to mitigate further loss. In this case, it might be providing a temporary cover to the property to stop further rainfall entering.

However, I'm mindful of Mr S' very specific circumstances. I think it would be fair to conclude Mr S was in a vulnerable position at this time due to his circumstances. Therefore, I think Tesco need to make an allowance for this. I'm persuaded Mr S did do what he could at the time to prevent further damage. He asked his contractor to take precautions on his behalf in protecting his home. He had to leave his property due to his circumstances, but he left a key with a neighbour so interested parties could access his home (including Tesco, should it have wanted to inspect the damage).

Mr S has provided emails with his contractor that shows his contractor couldn't get onto the roof to provide protection as there were further adverse weather conditions (snow and cold weather). Therefore, I don't think it's fair to penalise Mr S. He tried to his best in what was a difficult time and experience. Given his vulnerability, I think he did what I would've expected.

Finally, I appreciate Tesco have said the property has been unoccupied for long periods of time. Whilst, I can't say whether it has or hasn't, I haven't seen evidence to support Tesco's viewpoint. Mr S has provided a persuasive testimony, explaining the exact evening when he was in the house when the roof was blown off. The pictures of this damage are available and show severe and significant damage. I think there are examples of Tesco using different reasons to decline the claim, without providing substantive evidence to support its case. It has failed in properly validating the claim.

For these reasons I uphold this complaint. I require Tesco to settle the claim in line with the remaining terms and conditions of the policy. Mr S has already spent £6,000 having a new roof installed to ensure his property is watertight, so I require Tesco to reimburse this, plus 8% simple interest per annum (from the date Mr S paid the amount, until the date it is reimbursed) as Mr S has been without this money.

I require Tesco to consider the damage that has happened internally to the property and to Mr S' contents and settle this in line with the remaining policy terms.

Some of the impact of this incident on Mr S has been eased with him being able to stay with family and have a break in a warm climate. He was also afforded some alternative accommodation expenses briefly. However, Mr S is a vulnerable man. I think Tesco failed to support him at the time he needed its help most. Therefore, I think Tesco should pay Mr S £600 for the distress and inconvenience caused to him in having to live in the property in this condition for at least part of the time.

My final decision

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

- Reimburse Mr S his receipted costs of £6,000, plus 8% simple interest per annum (from the date Mr S paid to the date it is reimbursed)
- Settle the remaining part of the claim in line with the policy conditions (principally for the internal damage and damage to contents)
- Pay £600 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 July 2025.

Pete Averill
Ombudsman