

## The complaint

Mr B is unhappy with the service provided by Tesco Underwriting Limited (Tesco) following a claim made on his home insurance policy.

## What happened

The facts of this complaint are well known to Mr B and Tesco. So, I haven't repeated them in detail here. This Service has dealt with two previous complaints for Mr B relating to a declined fire damage claim.

In July 2023 an ombudsman determined that Tesco must accept Mr B's fire damage claim. The final decision set out what Tesco must do to put things right in settlement of Mr B's claim. In December 2024 an Investigator upheld Mr B's complaint about the way his claim had been dealt with by Tesco, including asking it to pay compensation and take further action to progress the claim.

In September 2024 Mr B raised a further complaint with Tesco about the premiums he'd paid for his policy for the 2023 renewal, and the invitation to renew his policy in 2024. Mr B explained *'My insurance policy says that if I am out of the property for more than 60 days then I cannot make a claim. Tesco formally made great play of this term in an attempt to formally void my incident claim. So, I believe they have taken my premiums knowing that, should another break in or similar happen, I cannot claim as I haven't lived in it for 60+ days.'*

Tesco considered Mr B's complaint but didn't uphold it. Unhappy with Tesco's response Mr B referred his complaint to this Service. The Investigator didn't ask Tesco to do anything in settlement of Mr B's complaint. Mr B said (amongst other things) *'...it is easy for them to say they would cover the in occupancy when, in reality, they have done anything and everything in their power to avoid the responsibility of a valid contract and claim.'* As the complaint couldn't be resolved, it has been passed to me for final 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.

Having reviewed the evidence, I largely agree with the Investigator's outcome on this complaint for broadly the same reasons. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it has affected what I think is the right outcome.

I've carefully considered Mr B's comments about the impact on him following the fire incident in his home. I recognise Mr B has had a difficult time in both dealing with the aftermath of the fire incident itself, and Tesco's handling of his claim.

It's not within my remit to comment on events that have already been dealt with by this Service. That's not to say I haven't considered the claim history. But the complaint within the scope of this decision that I'm looking at concerns whether Tesco has acted reasonably in

handling the policy renewals for 2023 and 2024, and asking for premiums to be paid in exchange for cover.

Mr B feels strongly that although he paid for cover in 2023, he wouldn't have been covered for a claim because of the provisions relating to home occupancy. I note this complaint is heightened by the fact that this is the same provision Tesco used to decline the fire incident claim (a decision that was later overturned following an ombudsman's final decision).

Although I recognise Mr B's reasons for complaining, I'm persuaded Tesco made it clear to Mr B the terms on which cover would be provided in 2023, and what this would mean for Mr B's policy. Prior to Mr B's policy being renewed in September 2023, it was confirmed that Tesco would '*not apply any endorsements to the property for periods of unoccupancy*' during the period the property was being repaired. I haven't seen any evidence to support Mr B's complaint that Tesco would've acted against what it had told him, or the policy terms.

I've also seen that Mr B was given clear and fair options for renewing his policy in September 2024. I'm satisfied it was made clear the terms on which cover would be offered, and the limitation of cover to reflect contents cover no longer being offered. Mr B later asked for contents cover to be included but ultimately chose not to renew his policy.

Mr B believes strongly that Tesco should cover the cost of his policies whilst repairs are being completed. We'd expect Tesco to deal with a claim in line with the policy terms, at the time of a claim being made. Should Mr B have made a valid claim during the period the policy was in force for, we'd expect Tesco to consider it in line with the policy terms. If it failed to do so, that would be a complaint for Tesco to answer at the time.

I note Mr M did contact Tesco following a break in at the insured address around January 2023. But I haven't seen any evidence to say that Tesco failed to handle this claim in line with the policy terms and conditions. I know my decision will bring disappointment to Mr B. But for the reasons explained I'm satisfied Tesco's actions have been reasonable, and so I won't be asking Tesco to do anything in settlement of Mr B's complaint.

### **My final decision**

For the reasons provided I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 November 2025.

Neeta Karelia  
**Ombudsman**