

The complaint

Mr and Mrs T are unhappy that Tesco Underwriting Limited declined a claim under their home insurance policy for storm damage.

What happened

On 28 January 2025 Mr and Mrs T notified Tesco that the roof over their kitchen/utility room had been damaged by a storm and water was getting into their property. Mr T said his builder was already repairing the roof.

Tesco's claim handler advised them to take photos and gather as much evidence as they could of the damage so that Tesco's surveyor could validate the claim.

Mr and Mrs T sent Tesco a report from their builder and some photos which included one photo of the roof showing some tiles had been stripped off. There were no other photos of the roof before the repair was finished. Tesco said this was insufficient for its surveyor to validate the claim. So it declined the claim.

Mr and Mrs T complained to this service. Our Investigator didn't recommend that the complaint be upheld. He didn't think Tesco had treated them unfairly in declining the claim as there wasn't enough information for it to be sure that the storm was the main cause of damage to the roof.

Mr T explained that the work had to be carried out quickly as he is severely disabled and it was an emergency with water pouring through the ceiling into an almost new kitchen/utility room with various electric appliances. He said there's nothing in the policy wording to state that photos must be taken prior to work being carried out.

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 a policyholder makes a claim, it's up to them to show that an insured event happened and that caused the damage in question. In looking at complaints involving claims for storm damage, there are three questions I usually consider. They are:

1. Was there evidence of a storm at the time the damage is said to have happened?
2. Is the damage the type of damage caused by a storm?
3. Was the storm the main cause of the damage?

In order for a claim to succeed, the answer to all three questions must usually be "yes".

It doesn't appear to be in dispute that there were storm conditions around the time of the claim. Weather records show that there were storm force gusts of wind at the relevant time in the area where Mr and Mrs T live.

From the roofer's report I note that the roof had lifted and tiles had become broken. I'm satisfied this is typical of the sort of damage that can be caused by a storm.

The last question is the most difficult. That's because repairs on the roof had already started by the time Mr T was on the phone notifying Tesco of the claim and the work had been completed by the time its surveyor visited the property. Unfortunately Mr T was only able to provide Tesco with one photo of the roof before the external repair to the roof was finished. That photo shows some roof tiles had been removed and were stacked up next to the chimney. I agree that this photo doesn't help identify the main cause of the damage to the roof.

Tesco's surveyor reported:

"The cause of the damage is as a result of an ingress of water from the original single storey concrete interlocking tile extension on the property. The exact cause cannot be pinpointed as the area of the roof had already been repaired and there are insufficient corroborating pictures of the damage to validate the roof condition."

I can appreciate why Mr T need to act quickly. However, I don't think that meant he could ignore the terms and conditions of the policy which warned:

"Do not incur any costs or proceed with repair or replacement without our agreement."

I've listened to a recording of the call when Mr T first notified Tesco of the claim. I think Tesco's claims handler made it very clear that they should ensure they had adequate photos of the damage and evidence to validate their claim.

I'm persuaded that the absence of such evidence did prejudice Tesco's ability to validate the damage and to decide whether the damage claimed for had been mainly caused by a storm. So I don't think Tesco treated Mr and Mrs T unfairly by declining their claim on this ground.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs T to accept or reject my decision before 27 November 2025.

Elizabeth Grant
Ombudsman