

The complaint

Miss S complained that Tesco Underwriting Limited (“Tesco”) unfairly declined her claim for damage caused by a storm, under her home insurance policy. She was also disappointed with the communication received about her claim.

What happened

Miss S made a claim to Tesco when bad weather caused rainwater to enter through her pitched roof and subsequently caused damage to the inside of her property.

Tesco appointed a surveyor to review and validate the claim. Due to snow on the property roof, the review required two visits. It was confirmed Miss S had a valid claim under the policy.

Tesco appointed contractors to do the work. When the contractors came on site and took a closer look at the damage, they informed Tesco that the damage wasn’t caused by a storm but was caused by wear and tear. Based upon this report, Tesco decided to decline the claim. When Miss S complained, Tesco offered to pay £350 compensation for the misinformation, but it maintained its decision to decline the claim.

Miss S maintains her position a storm caused the damage, and she has provided a report from a roofer she commissioned that she says supports her view.

Our investigator decided not to uphold the complaint. He thought Tesco had fairly declined the claim for wear and tear, which was an exclusion in the terms and conditions. Miss S 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 agreed storm conditions were present around the time of the reported incident. Therefore, I will consider the next question. It’s important here to note the weather conditions at and around the time of the reported incident showed heavy rainfall, which met the

definition of the storm. But the wind conditions were well below the defined definition for a storm, which will become more relevant as we move to the next question.

For reference, the policy definition of a storm is *“A single violent weather event with wind speeds exceeding 55mph, and/or snowfall exceeding 30cm in depth within a 48-hour period, and/or torrential rainfall at the rate of at least 25mm per hour.”*

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

I wouldn't expect heavy rainfall alone, to cause the kind of damage experienced at Miss S' home. A well-constructed and well-maintained home should be watertight and should keep out the heaviest of rainfall. It's only when a storm has strong winds, that I start to expect some damage, such as tiles blown from the roof or flying debris. Therefore, I don't think the damage is consistent with what a storm would cause, therefore, I don't uphold this complaint.

I think both Tesco's and Miss S' own roofer's reports also support the view the storm wasn't the main cause of the damage, and there was no direct damage caused by the storm. I've covered this in the next question.

Were the storm conditions the main cause of the damage?

I'm not a roofing expert, so any decision I make is reliant on the reports provided by experts. Tesco's contractors reported:

“Our roofing team have attended the property following reports of storm damage and was met by [Miss S] who has explained water has been leaking through the roof and damaging the bedroom ceiling below. Upon inspection the roof appears to be in a fair condition showing no signs of any storm damage. The roofers highlighted the likely cause of ingress to be the broken tiles which are under the lead flashings.

Please note this has been caused by age-related wear and tear and not storm damage. There are no other obvious defects with the roof which could be causing any ingress of water. Due to there being no evidence of an insured peril, we would recommend that the roof works are repudiated by insurers”.

Tesco further added *“The insured was then advised on that the initial decision regarding validity of the claim had been overturned and this had now been declined. I have reviewed the images from our attending trades and would agree that the correct decision has been made. The trades who attended completed a survey of the roof via a ladder. When our validation surveyor attends, they are on a non-intrusive basis and use a camera pole. It is not uncommon for further damage/ slightly differing damage to be noted when full presence on the roof is obtained”.*

I've also considered what Miss S' roofer said. He said :

“The inspection revealed damage resulting from severe weather conditions, including high winds and heavy rainfall. Observed issues include cracking to the roof surface, compromised waterproofing, water ingress, and signs of internal leakage.

Key findings include:

- *Cracking and erosion of flat concrete tiles*
- *Damaged and lifting waterproof membrane*
- *Ridges are perished and mortar is non-existent*
- *All roofing battens are aged and perished, resulting in areas of collapse*
- *Blocked roof drainage causing water build-up*
- *All pointing and capping on the chimney is non-existent*
- *Lead flashings are in desperate need of attention*

- *Water staining and damp patches inside the property*
- *Elevated moisture readings in the roof structure*

The roof in its current state poses a risk of further structural damage and potential danger to occupants or contractors working nearby. As such, the condition may fall under concerns outlined in the Health and Safety at Work etc. Act 1974, particularly regarding the duty to ensure premises are safe for those who may be affected by their condition. Immediate remedial action is strongly recommended. This includes temporary sealing, clearance of roof drainage, and a structural assessment. Full repair or replacement of roofing elements should follow without delay”.

I've reviewed the many photographs provided of the roof, along with a video and I find the commentary provided by both parties brings out what I can see in the photographs.

Whilst, Miss S' roofer starts by mentioning severe weather conditions, his observations list a number of defects that have occurred gradually over time and are a result of little or no maintenance of the roof in a long time.

Examples of this are erosion to concrete tiles, which only have a defined life span before they degrade. The roof is covered in moss which can cause a freeze/thaw effect on mortar which can be observed in the non-existent mortar on the ridge tiles. The ridge tiles themselves are beyond their useful life. There is a picture of rotten roof battens showing water ingress has been taking effect over a long time. I can go on, but the list is a long list of defects due to more maintenance being required on the roof.

Therefore, I think Tesco has been fair to decline the claim due to wear and tear. The policy excludes cover for damage that is *“loss or damage that happens gradually over time through wear and tear or due to lack of maintenance”*. I firmly believe the evidence shows the storm highlighted the lack of maintenance on the roof and it wasn't the primary cause of the damage. Therefore, I don't uphold this complaint.

I think Miss S will have been disappointed by Tesco's decision to change the outcome of the claim. It has acknowledged this error and offered £350 in compensation. It's final outcome was fair, but I think the compensation is a reasonable offer for the loss of expectation Miss S has suffered. Miss S can still accept Tesco's offer and receive the £350 if she confirms the acceptance to Tesco.

My final decision

My final decision is that I don't uphold this complaint. I don't require Tesco Underwriting Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 9 December 2025.

Pete Averill
Ombudsman