

## **The complaint**

Mrs R complains a claim was declined by Tesco Underwriting Limited on her buildings insurance policy.

## **What happened**

Mrs R had a buildings insurance policy with Tesco. During a storm in January 2025, Mrs R's roof was damaged. Mrs R raised a claim, but it was declined due to wear and tear. Unhappy, Mrs R complained to Tesco. The complaint wasn't upheld as Tesco didn't think they'd done anything wrong. Still unhappy, Mrs R brought the complaint to this service.

Our investigator upheld the complaint. They didn't think the claim had been fairly declined. They thought Tesco should cover the claim and pay Mrs R £250 compensation for the trouble and upset caused. Tesco appealed. They still thought the roof hadn't been well maintained. As no agreement could be reached, the complaint has been passed to me to make a 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether Tesco acted in line with these requirements when it declined Mrs R's claim.

At the outset I acknowledge that I've summarised her complaint in far less detail than Mrs R has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As the investigator explained, when we look at complaints about storm damage, there are three questions that we need to ask:

- Were there storm conditions on or around the date of the claim?
- Is the damage consistent with storm damage?
- Were the storm conditions the main cause of the damage?

If the answer to any of these questions is 'no', then the claim won't succeed.

There hasn't been any dispute around the first two questions. I'm satisfied there were storm conditions and the damage was consistent with storm damage. So, I don't intend to go into these in any more detail. I'll focus on question three which is where the dispute lies.

I need to consider whether I think it was fair and reasonable for Tesco to conclude that the storm conditions merely highlighted pre-existing damage. The terms of Mrs R's policy says that Tesco doesn't cover the following:

*"Loss or damage caused by gradual deterioration or normal wear and tear."*

It's important I make it clear that I'm not a buildings expert. Therefore, in deciding whether I think Tesco turned down this claim fairly, I've had to weigh-up the available evidence to decide what I find most persuasive.

Tesco haven't physically inspected Mrs R's roof. The inspection has taken place using photos. The claim has been declined on the basis that Tesco don't believe the storm was the main cause of damage and has merely highlighted ongoing issues.

Mrs R has provided us with evidence that she had her property re-roofed in April 2024. I'm persuaded by this that Mrs R was completing maintenance to her property when required. Tesco have said the sarking was rotten in the photos. However, the sarking was left to the elements for over a month before the photos were taken. This was during a period of poor weather. I've not seen any commentary from Tesco around the sarking being exposed or the repairs in 2024 which persuades me that the dominant cause of the damage wasn't the storm.

In response to our investigator's view, Tesco said the photos showed damage to slates and vegetation in the guttering. Whilst I accept there was some vegetation in the guttering, I've not been provided with any evidence to suggest this was causing damage to the roof which meant it was the dominant cause of the damage. I've also not been provided with any information on which tiles were damaged and whether this would have had a negative impact on the roof. I also note that the recorded wind speed was 73 mph. This is around hurricane force winds on the Beaufort scale and so the weather conditions were significant when the damage occurred.

Overall, based on the above, I'm persuaded that the storm was the dominant cause of the damage to the roof. So, I think Tesco should cover the claim.

I appreciate that it must have been frustrating for Mrs R to have to have the claim declined. It's meant Mrs R hasn't been able to get her property fixed and has had to live with a hole in her ceiling. It's also caused her inconvenience in having to contact Tesco to dispute the outcome. Although this is a distilled version of events, I've considered everything in the round, and I think Mrs R has been caused an unreasonable amount of distress and inconvenience which has required a reasonable amount of effort to sort out. In line with our website guidelines, I think £250 compensation is fair and reasonable in the circumstances for the distress and inconvenience caused.

### **Putting things right**

To put things right, Tesco should do the following:

- Settle the claim in line with the policy terms and conditions.
- Pay Mrs R £250 compensation for the trouble and upset caused.

### **My final decision**

For the reasons I've explained above, I uphold this complaint and direct Tesco Underwriting Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 18 March 2026.

Anthony Mullins  
**Ombudsman**