

The complaint

Mr T has complained about the way in which Tesco Underwriting Limited ('Tesco') handled claims under his home insurance policy. For the avoidance of doubt, the term 'Tesco' includes reference to its agents and representatives for the purposes of this decision.

What happened

Unfortunately, Mr T suffered a medical emergency in May 2025, and the front door was damaged when emergency services needed to gain access to assist. Mr T held home insurance with Tesco at the relevant time, and he therefore made a claim to Tesco for the damage caused. Mr T also claimed for the theft of his mobile phone, and then for accidental damage which occurred to his replacement phone. Mr T felt that Tesco should have handled the claims together, so that only one £350 excess applied, however Tesco treated the claims separately and applied a policy excess in each case.

Following Mr T's complaint to Tesco, it maintained its stance, and Mr T therefore referred his complaint to this service. The investigator didn't uphold the complaint and it was his view that Tesco had correctly interpreted the policy. Mr T subsequently made a complaint to Tesco about its actions in auto-renewing his policy, and the investigator explained that this would need to be treated as a separate complaint.

Mr T was unhappy with the outcome of his complaint, and the matter has been referred to me to make a final decision in my role as 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.

The issue for me to determine is whether Tesco acted in a fair and reasonable manner in treating Mr T's claims in relation to damage to his front door, theft of his phone, and damage to his replacement form as separate claims. Unfortunately for Mr T, I can't say that Tesco acted unfairly or unreasonably in treating these as separate claims. I'll explain why. In reaching this decision, I've also considered the submissions made by the parties which are summarised below.

Turning firstly to Mr T's submissions, he felt very strongly that all three incidents related to a medical emergency and, as such, should have been subject to one policy excess fee only. Mr T explained that he was elderly and disabled and felt that Tesco didn't care. Following the medical emergency, he'd received a bill of £300 to repair the front door and thought that this was ridiculous and that Tesco should be paying the bill. He felt that Tesco was just taking more and more money from him.

As for his mobile phone which was purchased in 2022, he considered that the theft was directly related to the medical emergency, as emergency personnel and numerous carers then had access to his home. He'd had to purchase a £490 replacement phone. Three days after having his new replacement phone, a carer dropped the phone, and it needed to be

repaired at a cost of £150 three days.

Turning to Tesco's response to Mr T's complaint, it said that Mr T had made separate claims for theft of his mobile phone four days after the medical emergency, and also for damage to the screen. Tesco said it classed the incidents as three distinct claims and one-off events. This meant that they were subject to separate excess fees.

Tesco stated that the incidents occurred on separate dates and weren't directly connected. As for the type of cover held by Mr T, it explained that Mr T didn't have 'accidental damage' or 'personal possessions' cover. Tesco also said that its agent would carry out the necessary repairs to the door, subject to a £350 excess. It was also prepared to settle the claim for theft of Mr T's mobile phone, subject to the policy excess, resulting in a settlement offer of £140. Regarding the screen damage however, Tesco stated that the repair cost was below the policy excess.

I now turn to the reasons why I'm unfortunately unable to uphold Mr T's complaint. I do appreciate that Mr T has been through an extremely difficult period and that the three incidents in May 2025 caused distress for a person suffering with complex health needs. For the purposes of Mr T's complaint, however, I must firstly consider the terms and conditions of the policy documents which form the basis of the insurance contract between the customer and his insurer.

In this case, I consider that Tesco fairly and reasonably accepted that damage to Mr T's front door, caused during a medical emergency, was indeed covered by Mr T's policy. I also consider that it fairly and reasonably processed Mr T's claim regarding theft of his phone, even though there appears to be limited supporting evidence from the police and otherwise.

The central issue however is whether it was fair and reasonable for Tesco to treat the three incidents as being separate incidents, so that it could apply three separate excess fees. On balance, I consider that it was fair and reasonable for it to do so. Nevertheless, I do have sympathy for Mr T's position. He has had to pay a significant amount of money towards the repair of his front door which was damaged through no fault of his own. He thought that all of the damage would be covered as he'd paid significant premiums for his home insurance policy. However, I'm satisfied that the excess amounts are clearly set out in Tesco's policy documents, and that these are excess amounts which Mr T had agreed to when he took out the policy. The policy schedule clearly shows a £350 policy excess for any contents claim.

I also have some sympathy with Mr T's position that the incidents all arose out of the same medical emergency. Mr T felt that the theft of his phone, and damage to his replacement phone took place due to the fact that carers frequently had to come into his home as a result of the medical emergency. However, I'm satisfied that there was a clear separation between the dates, circumstances and causation for each incident. The policy in this case clearly states that the policy excess is '*The part of a claim you must pay. Sometimes more than one excess can apply, in which case we add them together*'. In the circumstances, I can't say that it was unfair or unreasonable for Tesco to have applied three separate excess amounts in all the circumstances.

In conclusion, I'm satisfied that Tesco have interpreted the policy wording in a fair and reasonable manner in this instance, and in determining that a separate excess would apply for each claim. I do appreciate that this decision will come as a great disappointment to Mr T, however I hope that it will enable him to start to place the distressing events behind him and to achieve closure.

My final decision

For the reasons given above, I don't uphold Mr T's complaint, and I don't require Tesco Underwriting Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 6 April 2026.

Claire Jones
Ombudsman