

The complaint

Ms C complains that Tesco Underwriting Limited (TUL) declined a claim made under her home insurance policy.

Where I've referred to TUL, this also includes reference to agents acting on their behalf.

What happened

Ms C has home insurance underwritten by TUL. A retaining wall in Ms C's back garden collapsed so she made a claim to TUL.

TUL inspected the wall and declined the claim. They said the wall had collapsed due to a lack of weep holes. Ms C complained about TUL's claim decision, she was also unhappy with TUL's handling of a telephone conversation in which she'd attempted to discuss the claim.

TUL issued two final responses to Ms C's complaints. TUL maintained the claim decline decision, but they recognised the telephone call had been handled poorly and offered £150 compensation.

As Ms C remained unhappy, she approached the Financial Ombudsman Service.

When the case came to us, TUL made a further offer of compensation. Whilst they maintained the claim decline decision, they said the claim could've been handled better, so they offered a further £200 compensation.

One of our investigators let Ms C know what TUL had said and relayed the offer of increased compensation. Ms C remained unhappy, so the investigator considered things further.

Ultimately the investigator didn't recommend TUL do anything further beyond what they'd already offered. He said he didn't think the wind speeds at the time would be strong enough to cause the damage that had occurred. He also thought a report Ms C had provided showed the wall was in need of repairs some time before the collapse, so he said that, rather than the weather, was the cause of damage.

The investigator also said it wasn't unreasonable for TUL to have asked Ms C to provide a report on the cause of damage if she disagreed with their claim decision. And whilst he agreed the handling of the claim could've been better, he thought TUL's total offer of £350 compensation was fair.

Ms C didn't agree and asked for a final decision from an ombudsman.

I was minded to reach a different outcome to our investigator, so I issued a provisional decision to give both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm minded to reach a different outcome to our investigator, so I'm issuing a provisional decision to give both parties an opportunity to comment on my initial findings, before I reach my final decision.

When we consider complaints about storm damage claims, we take into account the following three questions, and if any of the answers are no then it's likely a claim won't succeed:

- *Were there storm conditions?*
- *Is the damage consistent with storm type damage?*
- *Was the storm the main or dominant cause of the damage?*

Were there storm conditions?

It's unclear exactly what date the wall collapsed, the claim was reported toward the end of January 2025, but the loss was reported to have been after the Christmas period, so I believe it to be very early January 2025.

Our investigator said TUL hadn't disputed there were storm conditions, however that's not entirely correct. The investigator also said that winds recorded at Ms C's property before the loss only reached a maximum of 51mph, but I don't think that's right either.

Firstly, TUL didn't think there had actually been weather conditions which met the definition of a storm in the policy:

"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."

But TUL said that although windspeeds didn't meet the definition, and only reached 48mph, they inspected the damaged retaining wall anyway.

However, having carried out my own research, the windspeeds reached much higher speeds than that mentioned by TUL and our investigator. Weather records indicate several occasions of high windspeeds in the area throughout December 2024 and very early January 2025:

Date	Windspeed (data from virtual and actual weather stations)
5 December 2024	44/57mph
6 December 2024	46/55mph
18 December 2024	57/63mph
21 December 2024	73/73mph
22 December 2024	51/55mph
31 December 2024	48/61mph
1 January 2025	50/62mph

Therefore, there were in fact storm force winds at various points throughout December 2024 and the start of January 2025, which was the period immediately before the wall collapsed.

In addition to this, this service has access to rainfall radar data, and this is helpful in giving a more precise indication as to rainfall volume in the area at the time. I've looked at this for rainfall over December 2024 and early January 2025 too. This indicates there were intense levels of rainfall, which on their own could be considered a 'rainstorm' which could mean flooding occurs, and at times this was combined with the windspeeds outlined above too.

Therefore, both windspeeds and rainfall reached and exceeded what is defined as a storm in Ms C's policy. So, I'm satisfied there were multiple occasions of a storm, which is an insured event, shortly before the wall collapsed.

Is the damage consistent with storm type damage?

Our investigator said as windspeeds only reached 51mph, this wouldn't be strong enough to cause the type of damage being claimed for, as it didn't reach speeds strong enough to cause structural damage. However, as outlined above, the windspeeds actually reached much higher than this, and alongside that, intense rainfall occurred too.

Given the intensity of the weather conditions, I'm persuaded that this type of damage could be caused in these conditions.

Was the storm the main or dominant cause of the damage?

TUL initially said that a lack of weep holes was the likely cause of the wall collapse, as they didn't think there were storm conditions. I don't agree on the weather conditions as outlined above. And having looked at the report carried out, this actually says:

"We believe the issue may be linked to no weep holes for the retained ground behind each garden wall. There is one central hole from what can be seen however this was blocked so unable to inspect clearly and the decking may not have been safe so no close inspection was carried out."

This indicates a lack of weep holes was an assumption on the cause, rather than a cause that was actually identified. And a close inspection wasn't carried out. So, on balance, I'm not persuaded TUL has shown a lack of weep holes was the cause of the wall collapse, or that the images taken support that.

TUL and our investigator also referred to a report from 2016 that Ms C provided which she said showed the wall was in a good condition. TUL (and our investigator) thought the report showed the opposite and therefore gradual damage and maintenance issues were the cause of the collapse. That's because it said:

“With regard to the retaining walls, the walls to the rear elevation would benefit from being maintained / overhauled to ensure that they retain their structural integrity.”

However, the report also said:

“The rear retaining walls should be overhauled and repaired as appropriate to ensure their integrity is maintained, at present the stability of these walls is such that it is thought that they do not require rebuilding.”

In my view, this didn't indicate, beyond guidance on routine maintenance required in the future, that work was immediately required to ensure structural stability or that the wall was in a poor condition. The purpose of this report was to support a mortgage application, and I think this is guidance on future maintenance required at some point, rather than an issue identified which required immediate attention. So, I don't think this actually supports TUL's view that the wall was in poor condition prior to the collapse.

Ms C also provided an image of the wall. I don't know exactly when it was taken (other than after the report referred to above was completed and prior to the collapse), but in my view, this doesn't show the wall to be in a poor condition, and in fact it looks well-built, solid and in relatively good condition. The images taken at the time of the loss don't appear to support it was in a poor condition either.

And in any event, nothing has been provided by TUL which demonstrates the wall actually collapsed due to poor maintenance, poor workmanship or gradual damage (all of which are excluded under Ms C's policy) rather than due to the severe storm weather immediately prior to the collapse.

Having considered everything, there were several periods of severe intense weather in short succession immediately prior to the wall collapsing. I think the windspeeds could have caused damage to, and weakened, the wall. And that, combined with the intense rainfall in a short period at the same time, being able to saturate and overwhelm the ground, I think this, on balance, most likely led to the collapse. So on balance, I'm persuaded, in the absence of any other evidence showing the wall collapsed for another reason, that it collapsed due to storm, so storm was the dominant cause of damage here.

Therefore, unless anything changes as a result of the responses to my provisional decision, I'll be directing TUL to deal with Ms C's storm damage claim in line with the remaining terms of the policy.

The service provided

Ms C has said she's unhappy that TUL asked her to provide her own report on the cause of damage when she disagreed with the outcome they'd reached. But in principle, I don't think that's generally unfair. That's because where an insurer declines a claim relying on expert evidence, if a consumer doesn't agree, it would then generally be for the consumer to obtain their own report to demonstrate otherwise. However, for the reasons outlined, I don't think TUL's report actually supported that the claim should've been declined.

But in any event, here, Ms C didn't pay to obtain her own report and instead provided a report she already had from several years before, so there was no financial loss incurred. Having said that, I do think TUL reached the incorrect claim decision overall for the reasons explained, and I'll consider the impact of that on Ms C further below.

TUL paid £150 compensation for poor call handling and offered an additional £200 when the case came to this service for being unclear around the reasons for declining the claim. And I don't think that's unreasonable for those points.

However, for the reasons outlined above, I think TUL also unfairly declined Ms C's claim. This has meant she's had to pursue a complaint all the way through this service in order to have a claim fairly considered under her insurance policy, whilst facing the worry of incurring costs for rebuilding the wall, which she says she can't afford. And unless anything changes as a result of the responses to my provisional decision, I'll be directing TUL to pay a further £250 compensation for the additional distress and inconvenience caused, in addition to the £350 they've already offered for other reasons."

So, I was minded to uphold the complaint and to direct TUL to deal with Ms C's storm damage claim in line with the remaining policy terms and to pay a further £250 compensation.

The responses to my provisional decision

Ms C responded to the provisional decision and said she was pleased with it. She also said the wall collapsed on 5 January 2025, and that she had only received part of the compensation payment already offered by TUL.

TUL responded and provided comments from their agent who inspected the wall. They said the damage wasn't consistent with a storm event as the wind speeds weren't significant, and the overall condition of the wall was the cause of collapse, and they'd already provided evidence to support that conclusion.

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.

I've thought carefully about the provisional decision I reached, and the responses to it. Having done so, my final decision remains the same as my provisional decision, and for the same reasons.

TUL's agent said they'd reviewed the provisional decision when providing a response to it. However, they've referenced windspeeds only reaching 51mph and this not being severe enough to cause the damage which occurred. As outlined in the provisional decision above (and the supporting weather record evidence sent with the provisional decision), the windspeeds reached far in excess of 51mph at times immediately leading up to the collapse of the wall. And the rainfall was significant too (including the day before the collapse), and would've constituted a 'rainstorm' even in the absence of the storm force winds. Both of these exceeded what is defined as a storm in the policy, both together, and separately too. If the rainfall wasn't significant, and/or the windspeeds only reached 51mph, I may have taken a different view. But I'm satisfied, as explained in my provisional decision, that the weather conditions were storm force, and exceeded what was defined as a storm in the policy.

TUL's agent also said they'd previously provided a comprehensive explanation for declining the claim. But I already addressed this in my provisional decision – and why I didn't find it persuasive. I also addressed Ms C's report from 2016, and why I didn't think that supported TUL's view that the wall was in a poor condition (and the image provided by Ms C didn't support that either) or that was the reason for the collapse. In response to my provisional decision, nothing new or additional has been provided by TUL beyond reference to what I've already seen, taken into account, and discussed in my provisional decision, so the response from TUL to the provisional decision doesn't change my view of things.

Therefore, my final decision remains the same as my provisional decision, and for the same reasons. This includes the compensation too.

My final decision

It's my final decision that I uphold this complaint and direct Tesco Underwriting Limited to:

- Deal with Ms C's storm damage claim in line with the remaining terms of the policy
- Pay Ms C £250 compensation, in addition to the £350 already offered (a total payment of £600)

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 5 November 2025.

Callum Milne
Ombudsman