

## The complaint

Ms O has complained that Tesco Underwriting Limited has unfairly declined a claim she made for storm damage to her roof and a brick wall under her home insurance policy.

All reference to the insurer Tesco in my decision includes its agents.

## What happened

In January 2025 Ms O made a claim following a named storm to her insurer Tesco. Ms O reported damage to the roof and a brick wall which had collapsed.

Tesco instructed a Surveyor to inspect the damage. In February 2025 Tesco's agent declined the claim. They said the damage to the roof was caused by wear and tear and had been highlighted to Ms O in a homebuyer report in 2024. Ms O bought the property in October 2024, three months before the damage occurred.

Tesco's agent said pre-existing issues with the brick wall had also been highlighted in the Homebuyer report in 2024. Tesco said the brick wall had been poorly designed. As it excluded cover for damage caused by poor design, Tesco said it wouldn't meet this part of the claim.

So Tesco rejected Ms O's claim in full.

Ms O asked us to look at her complaint. She was unhappy with the service and communication she received from Tesco. She thought Tesco's reliance on their policy terms did not apply to the circumstances of her claim. Ms O says although the roof ridge and tile issues were flagged in the homebuyer report, they were not flagged as requiring immediate attention. Ms O says she prioritised the works that were flagged as urgent and thought it sensible not to carry out roof repairs during winter months. Ms O says Tesco doesn't define what is a reasonable or unreasonable delay in repairing works that a customer has been made aware of – to fairly apply the exclusion Tesco has under the policy when rejecting her claim.

Ms O explained that an issue with pointing to a wall highlighted in the Homebuyer report related to a stone wall which wasn't damaged by the storm. The brick wall Ms O claimed for was not referenced in the homebuyer report. She was not aware of any pre-existing or poor design issues with it.

Tesco made an offer to pay Ms O £250 compensation for the distress and inconvenience it had caused by some poor service. It accepted that it at times had failed to clearly communicate with Ms O about her claim.

One of our Investigators thought Tesco's offer was enough to resolve the complaint. He thought Tesco had declined the claim reasonably and in line with the policy.

Ms O didn't agree and asked for an ombudsman to decide.

I issued a provisional decision on 30 December 2025. I intended to uphold the complaint in

part. I didn't find the evidence provided by Tesco to reject the claim for damage to a brick wall to be persuasive, but I thought its decision to reject the claim for roof damage to be fair.

I intended to ask Tesco to deal with the claim for the brick wall and increase the compensation award to a total of £650 for the distress and inconvenience it had caused.

Ms O accepted my provisional decision. Tesco doesn't agree. In summary it says it has no new information, but has reiterated from the Surveyor's original report that the wall was not built to recent building standards, was of poor design and a pointing issue had been highlighted with the wall in the Homebuyer report.

Tesco says online images of the wall from 2009 show evidence of moisture penetration, encroaching trees and shrubs, and a lack of mortar between the bricks. It says the wall collapsed outwards from the protected and covered side, which indicates storm conditions were not the cause of the wall's collapse.

So the case has been passed back to me to decide,

### **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 considered Tesco's comments in response to my provisional decision. But I don't find they are persuasive. So my final decision remains along the same lines as my provisional decision.

Ms O's policy with Tesco – like other standard home insurance policies – provides cover for specific perils such as fire, storm or flood. Insurers do not provide cover for loss or damage caused by wear and tear. It isn't unusual for an insurer to exclude damage caused by poor design or poor workmanship.

We ask three questions when considering storm damage complaints. They are:

- Did storm conditions occur at the time.
- Is the damage consistent with what a storm would typically cause.
- Is a storm the dominant cause of damage.

Where the answer to all three questions is 'yes' we are likely to uphold the complaint. If the answer is 'no' to one or more of the questions, we are likely to say the complaint shouldn't be upheld.

In this case, the answer to the first two questions is 'yes.' A named storm occurred where wind speeds peaked at 85mph locally to Ms O's home. The damage being claimed for is damage typically caused by a storm.

So I've considered the third question when reaching a decision about the claim for damage to two areas of Ms O's home: the roof and a brick wall.

Under the policy wording, Tesco says it will not cover;

*“loss or damage*

- *that does not arise from events such as storm or flood*
- *that happens gradually over time through wear and tear or due to a lack of*

- *maintenance to gates, hedges or fences.*”

Under general exclusions, Tesco says, which Ms O has highlighted;

*“We will not pay claims arising directly or indirectly, caused or contributed by any of the following:*

- *Loss or damage that would not have arisen if there had been a failure to deal with existing damage that would have been noticeable, you were aware of and/or where there has been an unreasonable delay in starting to deal with the damage.*”

A Surveyor visited Ms O’s home in February 2025 and provided a report in March 2025 of their findings for Tesco. They reported that the design of the brick wall meant it was insufficiently supported.

As requested by Tesco’s agent following their visit, Ms O provided a copy of a Homebuyer report dated 5 August 2024. Ms O moved into her home in October 2024. The storm damage occurred in January 2025.

The Surveyor reported the following:

*“The insured has owned the property for less than 6 months and the pre-purchase report dated August 2024 mentions that the boundary wall required pointing repairs which were not undertaken prior to the storm. Coupled with the poor design, height, length and width of the wall, we cannot agree to any cover for the required repairs.”*

The Surveyor understood the property to have been built in the 1920s. Ms O says she believes it was built around 1930. It is not clear when the brick wall was built. Ms O says she contacted the local council to obtain further information. She has provided photos from online images which date back to 2009. These show the brick wall then, in 2012 and in 2024. Ms O has provided us with statements from neighbours which say the wall has been in place for around 40 years.

It is for an insurer to evidence why an exclusion applies when deciding to decline a claim. Tesco hasn’t seen the statements Ms O provided us with from the neighbours. So I haven’t taken them into account when making a finding.

Tesco says it declined Ms O’s claim for the collapsed brick wall because it doesn’t cover damage caused by wear and tear or poor design.

Under the general exclusions, Tesco’s policy says;

*“We will not pay claims arising directly or indirectly, caused or contributed by any of the following:*

- *Loss or damage caused by faulty workmanship, faulty materials, or faulty design (other than in respect of your liability as the owner of the property).”*

Even if I rely on the images of the brick wall provided, which go back as far as 2009, I am not persuaded by the Surveyor’s comments that the cause of damage is due to poor design. I haven’t seen persuasive evidence from Tesco to show that the wall – when built – failed to meet any appropriate guidance or regulations at the time. I don’t think it likely that a brick wall has remained in place for a minimum period of 15 years before collapsing in storm

conditions. An item isn't constructed poorly if it was built in line with regulations or general practices that applied at the time it was built, even if those have changed by the time the damage happened.

On review of the Homebuyer report, the pointing comment refers to the condition and maintenance of a stone wall. There is no comment – and importantly no highlighting of an issue or concern – about the condition or maintenance of the brick wall in the homebuyer report in August 2024. So I agree with Ms O that the Surveyor's comment - that repairs to the wall were not carried out despite pointing being highlighted – does not apply to her claim.

Although Tesco acknowledged this, it said the issue with the stone wall highlights a maintenance issue. But I don't find it is reasonable for Tesco to rely on a comment about the condition of a wall made of different materials to support its decision here.

When considering the general exclusions that apply under Ms O's policy, I don't find sufficient evidence there was existing damage that was noticeable, that Ms O was aware of, and/or Ms O failed to deal with. The Homebuyer report in August 2024 highlighted issues to Ms O and prioritised them. As I've said, there is no mention of any concerns as to the condition of the brick wall which collapsed during the storm.

So on balance I find Tesco's decision to decline Ms O's claim for the damaged brick wall to be unfair. I think storm conditions were the dominant cause of the damage which led to the brick wall collapsing. So Tesco should meet this part of Ms O's claim.

Ms O says Tesco's decision to decline her claim left her home exposed. Miss O explained that she felt vulnerable as her home could be seen directly from the road with no privacy or protection. She says the collapsed wall is causing an obstruction to a public footway. Ms O has been informed by her local council that they will commence formal action against her if the collapsed wall isn't cleared. Ms O says this has added an extra level of stress as she has referred to the policy general conditions which says; *"You must not incur costs or make your own arrangements for a repair or replacement without our agreement."*

Ms O says she will be forced to break this condition as she could not leave the obstruction.

I think it is clear that the impact of Tesco rejecting Ms O's claim for the collapsed brick wall has caused significant distress and inconvenience. For this I think Tesco should pay Ms O compensation of £400.

I think Tesco should reimburse Ms O for related costs to clear – and if she has done so privately – replace the collapsed brick wall. Subject to reasonable proof of payment, Tesco should pay interest on the reimbursement at 8% simple interest a year. Or it should meet Ms O's claim and arrange repairs to the brick wall.

Ms O claimed for damage to her roof during the storm.

In March 2025 the Surveyor appointed by Tesco reported;

*"The ridge / hip tiles have also been damaged by the high winds but the surveyor feels that the wind speeds have exacerbated pre - existing mortar bedding issues to the tiles.*

*The existing mortar bedding is deemed to require repairs and is deemed to be present prior to the reported peril. This should also be referenced within the pre-purchase surveyor in October 2024 once provided. The street view images as per file also appear to show mortar bedding issues to the hip and ridge tiles."*

I've looked at the Homebuyer report in August 2024 and what the Surveyor wrote about the condition of Ms O's roof. The report reads;

**“ROOF COVERING:**

*There is the occasional loose/uneven roof slate. Annual maintenance will be required. The ageing slate roof will be an increasingly frequent source of maintenance expenditure. Life expectancy often depends on weathering and damage from the prevailing weather. A reputable roofing contractor can advise on life expectancy and future maintenance/repair.*

*Some loose ridge pointing was noted.”*

Issues highlighted under the report were classified into three categories depending on their urgency for repair. The Surveyor categorised the above issues as category two which was described as;

*“Repairs or replacement requiring future attention, but estimates are still advised.”*

Ms O says she had started works on the priority issues highlighted in the August 2024 homebuyer report. She says Tesco doesn't define what is an unreasonable delay. She says she intended to arrange repairs to the roof after the winter months because of the harsh weather conditions. Ms O believes Tesco has unfairly declined this part of her claim.

It is not for me to make a judgment as to whether Ms O should have carried out repairs to the roof sooner. This was for Ms O to decide. But Tesco's policy clearly says it does not cover damage caused by wear and tear. There were wear and tear issues with the roof before the storm occurred. Looking at the images of the roof and taking into account all of the evidence, I find Tesco's decision to decline the claim for storm damage to Ms O's roof to be reasonable. I don't find storm conditions were the dominant cause of the damage to Ms O's roof, but made an existing issue worse.

Ms O complained that Tesco's communication with her was confusing and poor. She works shifts and isn't able to answer calls when working.

In June 2025 Tesco acknowledged that its service to Ms O when dealing with her claim at times had been poor. For the distress and inconvenience caused, it says it will pay Ms O £250 compensation.

I find the compensation award Tesco has offered her for its poor service and communication is reasonable and in line with awards we give in similar circumstances.

### **My final decision**

My final decision is that I uphold this complaint in part. I require Tesco Underwriting Limited to do the following:

- Meet Ms O's claim for storm damage to the brick wall.
- Reimburse Ms O for related costs if incurred – subject to reasonable proof.
- Pay interest on such related costs at a rate of 8% simple interest a year from the date paid to the date of reimbursement.
- Pay a total compensation award of £650 for the distress and inconvenience caused.
- This is £250 for the poor service provided and £400 for declining the claim for damage to the brick wall.

Tesco Underwriting Limited must pay the compensation within 28 days of the date on which we tell it Ms O accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If Tesco Underwriting Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Ms O how much it's taken off. It should also give Ms O a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 18 February 2026.

Geraldine Newbold  
**Ombudsman**