

The complaint

Mr and Mrs H complain that QIC Europe Ltd (“QIC”) declined their claim for damage sustained to their roof during a storm. They want QIC to accept their claim and reimburse them for their repair costs.

What happened

Mr and Mrs H held buildings insurance with QIC.

In May 2021, their flat roof was damaged during high winds. They immediately contacted a roofing contractor for emergency repairs to make it safe and watertight.

Mr and Mrs H submitted a claim to QIC for the damage.

QIC acknowledged that there had been storm conditions and sent an agent to inspect Mr and Mrs H’s roof. He used a pole cam to assess the damage and reported back to QIC.

The assessor considered that the roofing material was felt laid upon older felt and that this was a poor practice. QIC then rejected the claim, on the basis that the damage was not primarily due to an insured peril.

Mr and Mrs H were not happy with this and complained. They obtained a report from their roofing contractor to QIC, who detailed that the roofing system was not felt laid upon older felt, but was a two-layer system with solar reflective paint.

QIC sent its final response to Mr and Mrs H maintaining its decision. It pointed to the age of the roof being a factor in the damage occurring and repeated that QIC considered that the storm had merely highlighted the poor workmanship of the roof.

Mr and Mrs H were not happy so contacted us.

Our investigator provided Mr and Mrs H’s roofing report to QIC, but QIC did not alter its position.

Our investigator considered the complaint and did not uphold Mr and Mrs H’s complaint.

They explained the tests we apply in complaints like this and that they were not satisfied that the storm was the main cause of the damage.

Mr and Mrs H did not accept that view and asked for an ombudsman decision.

I made some further enquiries with the business and asked that it provide a further report, responding to the report of the roofing contractor. QIC provided two further reports, one prepared remotely in December 2021, based on photos taken at the first visit, and a second report issued in January 2022.

The first of these reports details that the photographs show some signs of the roof ageing and cracking and that it appears to be formed of layers. The expert acknowledges the

roofing contractor's comment that the particular product is a multi-layered product. It considers that the lifting of the felt originated on the dormer edge and states that felt can fail prematurely when over laid over a sharp edge.

The second report repeats the earlier premise that felt laid upon existing is poor practice. It states that a reasonable life expectancy of felt covered flat roofing can be 5 to 7 years and less if laid poorly or in sub optimal conditions. The expert concludes that the roof, which appeared to be around 12 years old, was at the end of its useful life.

I issued a provisional decision in relation to this complaint in January 2022 indicating that I thought the complaint ought to be upheld. I set out the questions we consider in cases of storm damage, and that based on the evidence I thought all were answered yes. There is no dispute that storm conditions occurred in May 2021 and that the damage occurred during them. The type of damage, the roof covering lifting and ripping back, is consistent with storm damage.

On the last question, of whether the storm was the main cause of the damage, I concluded that I had not seen evidence that showed that Mr and Mrs H's roof was damaged before the storm, or that there was an underlying fault which was revealed by the storm. I therefore answered this question yes, and provisionally directed that QIC should settle Mr and Mrs H's claim.

That provisional decision has been shared with the parties and they have been invited to comment.

Mr and Mrs H have responded, accepting the decision.

QIC has responded and considers that I did not place sufficient weight on its reports, which were prepared by a chartered surveyor. It cites sections of the reports which state that the "felt shows the edge is failing as it is cracked and open with no signs of ripping on it as would be expected to occur in wind damage. The drip does looks quite aged"...

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.

In my provisional decision I stated that I could not place significant weight on QIC's reports, as these discussed generalities and were not specific to the roof in question. The January reports states that a reasonable life expectancy of a felt covered flat roof can be 5 to 7 years, but there is no discussion of the particular life expectancy of Mr and Mrs H's roof, or how the surveyor could place where Mr and Mrs H's roof sat in the range of life expectancies of felt covered flat roofs, which can last anywhere up to more than 20 years.

The December report sets out that there is a failed edge (based on photographs taken after the storm), and that the edge underneath it "does look rather sharp". It surmises that the "line of failure does look to be from this failed edge" but there is no discussion of the evidence which leads him to this view, and how this would interplay with conditions like storms.

The January report concludes that the surveyor considers that the roof was at the end of its useful life, but the remainder of that report does not show how the evidence supports this conclusion. I do not criticise the surveyor for these deficiencies, and accept that there are inherent limitations of preparing reports remotely, based on photographs and without access to the roof in question.

Overall, however, these reports do not offer sufficient evidence to show that another cause was the main cause of the damage. The onus here is on the business to demonstrate that another factor was the main cause of the damage and I do not consider it has done so.

For these reasons, I remain of the view that the complaint ought to be upheld.

Putting things right

Looking then to how the matter should be put right, I accept that Mr and Mrs H's roof was not brand new and, if QIC had settled the claim immediately, it would have been able to assess and make a reduced offer to reflect wear and tear. This is no longer appropriate as the roof has been replaced and can no longer be properly assessed. QIC should therefore reimburse Mr and Mrs H for the costs they have incurred in the replacement of the roof (minus any applicable excess)

I appreciate that this may result in some betterment for Mr and Mrs H, and so I do not make any award for their distress and inconvenience and interest on their expenditure.

My final decision

For the reasons given above, and in my provisional decision, I uphold Mr and Mrs H's complaint and direct QIC Europe Ltd to:

- Settle Mr and Mrs H's claim and reimburse them their costs of replacing the roof (£3550.00) minus any policy excess.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 16 March 2022.

Laura Garvin-Smith
Ombudsman