

## The complaint

Ms V complains that QIC Europe Ltd (QIC) have declined her claim for storm damage under her home insurance policy.

## What happened

Ms V took out a home insurance policy with QIC. In November 2021 she made a claim on her policy when the flat roof to her property was damaged following high winds. She claimed for damage to the roof and the internal damage caused by water ingress.

QIC appointed a surveyor to inspect the property. His report said that the flat roof covering had come off and would need to be replaced. Inside the property he reported that the walls and ceiling in the bedroom, kitchen and dining room would need drying and redecoration. The report concluded that the damage to the roof may not be covered *“due to its age, albeit that we are unable to comment on its exact age or condition given it is now damaged”*.

Ms V didn't receive a decision from QIC regarding her claim and made a complaint. QIC said the cause of the roof damage was gradual deterioration which was excluded under the policy. They didn't think the weather conditions on the day met their definition of a storm, and that the roof had suffered from delamination which had occurred over a period of time. They declined the claim.

Ms V complained to this service. She said that QIC had used data from a weather station some distance from her home and not in a similar position. She didn't think this represented the wind speed at the time. She said the storm was well documented and had caused widespread damage. She said that her roof was well maintained and regularly inspected.

Our investigator recommended the complaint be upheld. He concluded that there was a storm with wind gusts of at least 55mph and that this was the likely cause of the damage. He didn't think that QIC's surveyor had provided enough evidence to say that the damage was due to the age and condition of the roof. He said QIC should cover the costs of the repair to the roof and the internal damage. He also awarded Ms V £200 compensation for poor communication.

Ms V accepted our investigator's decision but QIC asked for an ombudsman's decision. They said that the roof covering coming away from the boarding was evidence of gradual deterioration and not storm damage. They also pointed out that Ms V's neighbour's roof was undamaged in the storm.

## 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.

Ms V's home insurance policy includes storm damage – and covers internal and external damage. The terms and conditions define a storm as a *“period of violent weather”* with *“a gale of Force 10 or above”* and *“reaching wind speeds of at least 55 mph”*. It goes on to say

that the property must be maintained in a good state of repair. The policy excludes any gradual or maintenance related loss or damage including wear and tear.

Under the claim section the policy says *"A well maintained building should withstand all but the most severe weather conditions. It is important to remember that you are responsible for maintaining your home in a good state of repair."*

When considering complaints about storm damage claims, we ask three questions:

- Is there evidence of a storm event on or around the time the damage was caused?
- Is the damage claimed for typical of damage that would be caused by a storm?
- Was the storm the main cause of the damage?

The answer to all three questions needs to be 'yes' for this service to uphold a storm complaint.

*Is there evidence of a storm event on or around the time the damage was caused?*

QIC say that the maximum windspeed at the nearest weather station was 46mph and therefore there was no storm. This station was 14 miles away and I don't think it would necessarily reflect the particular conditions at Ms V's property, which Ms V says sits in a higher location. I therefore think it's fair to look at the broader picture of weather conditions in the area at the time so I've also looked at reports from five other local weather stations. These recorded gusts between 56 and 74mph.

I've also considered the Met Office report of the storm. They referred to the storm as Storm Arwen and issued a red weather warning for wind. Winds gusting widely at over 69mph were documented. The storm led to widespread reports of structural damage to buildings and uprooted trees. The northerly direction of the strongest winds was thought to be unusual and added to their destructive nature. Ms V says four other properties in her street were damaged in the storm.

Looking at the overall picture of the storm in the location of Ms V's property, I'm satisfied that it's likely that storm conditions existed as defined in the policy.

*Is the damage claimed for typical of damage that would be caused by a storm?*

Strong winds are known to damage flat roofs, so I'm satisfied the damage is consistent with damage typically caused by a storm. Storm weather can also cause damage to internal decorations where rainwater has got into the property. I'm therefore satisfied that the damage to Ms V's bedroom, kitchen and dining room is consistent with damage caused by a storm.

*Was the storm the main cause of the damage?*

QIC say that they believe the damage to the roof occurred as a result of age and general wear and tear, and that the winds merely highlighted the poor condition of the roof. Ms V says that her roof was overhauled in 2014 and has been regularly inspected since.

I've read QIC's surveyor's report carefully and viewed the photos. The report notes that the property was generally in a fair state of repair, and that the proximate cause of the damage was storm/high winds. There was no note of any pre-existing or ongoing external building defects. The surveyor concluded that the damage to the roof may not be covered *"due to its age, albeit that we are unable to comment on its exact age or condition given it is now damaged"*.

From what I've seen I don't think it's fair to conclude that the roof was in a poor state of repair before the storm. The surveyor's report doesn't provide any evidence of this, and the photos were taken after Ms V had attempted some temporary repairs. QIC's in-house surveyor who reviewed the report and photos said that the roof had delaminated from the wooden decking and that the damage was not consistent with the windspeed. However, he didn't inspect the property, and QIC's note of the review refers to winds of 40mph – whereas, as stated above, I'm satisfied that it was likely there were wind gusts in excess of 55mph.

QIC also say that the neighbour's property was undamaged in the storm and that this indicates that Ms V's roof must have been in a poor condition. However, I don't think this is a fair comparison. The neighbour's property wasn't inspected, and there is no information on the age or condition of their roof.

On balance I don't think there is enough evidence to say that the damage was due to wear and tear. I therefore think that the main cause of the damage was the storm.

I'm satisfied that QIC's decision to decline the claim was unfair, and that they should now deal with both the internal and external damage. In December 2021 Ms V carried out emergency repairs to the roof in order to try to mitigate any further water damage. These cost £348. I think it reasonable for QIC to reimburse this. I understand that Ms V has also now completed the full repairs to the roof. I think it was reasonable for her to do this to prevent further damage. QIC should reimburse the full costs to Ms V. QIC should also arrange for the internal repairs to be carried out as these have not been done.

I've also considered the issue of compensation. QIC's communication with Ms V has been poor. She regularly chased QIC for updates and emailed on a number of occasions with concerns about further rain damage. It was more than four weeks before QIC confirmed they were declining the claim, and this was only after Ms V complained. I think that the lack of communication added to Ms V's distress and inconvenience and an award of £200 compensation is fair.

### **My final decision**

My final decision is that I uphold this complaint and require QIC Europe Ltd to:

- Pay to Ms V the cost of the emergency repairs, and the cost of the full roof repairs, upon production of invoices, less any excess payable;
- Pay 8% interest on the repair costs already paid by Ms V from the date she made the payment to the date of settlement; and
- Pay Ms V £200 compensation.

If QIC Europe Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Ms V how much it's taken off. It should also give Ms V a certificate showing this 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 V to accept or reject my decision before 26 July 2022.

Elizabeth Middleton  
**Ombudsman**