

The complaint

Mr T has complained about QIC Europe Ltd's decision to decline a storm damage claim he made under his home and buildings insurance policy.

All reference to QIC in my decision includes its agents.

What happened

Mr T made a claim to his insurer QIC following a named storm. The flat roof to his home and a fence was damaged.

QIC instructed a Surveyor to inspect the damage. The Surveyor recommended QIC decline the claim due to wear and tear – which was excluded from cover under the policy. He said a well maintained roof wouldn't have de-bonded and lifted - even in storm conditions. He said other similar roofs in the area would have shown signs of damage but they didn't.

Mr T complained to QIC but it didn't change its decision. So Mr T asked us to look at his complaint.

Our Investigator recommended the complaint should be upheld. He didn't find QIC had reasonably shown that it had fairly applied the exclusion of wear and tear, based on the Surveyor's findings.

The Investigator recommended QIC meet Mr T's claim in full. If Mr T had paid for repairs, he recommended QIC reimburse Mr T for the costs of the repairs with interest at a rate of 8% simple interest a year.

Mr T accepted the Investigator's view.

QIC didn't agree and wants an ombudsman to decide. It says it is reasonable to take into consideration the condition of other roofs in the area. The fact that other roofs in the area were not damaged (to the same extent) evidently shows Mr T's roof was in a bad condition.

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.

Insurers provide cover for specific sudden unforeseen events such as storm, flood or fire. It isn't unusual for insurers to exclude cover for damage caused by non-insured perils such as wear and tear or a gradual decline in materials.

As QIC declined Mr T's claim by applying the 'wear and tear' exclusion, I've looked at whether it reached this decision reasonably.

When we look at storm damage claims, we ask three questions. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?

- If so, is the damage being claimed for consistent with damage that a storm typically causes? and;
- Were storm conditions the main cause of the damage?

If the answer to all these questions is 'yes' then the claim is likely to succeed. But, if the answer to any of the above questions is 'no' - the claim for storm damage is unlikely to be covered.

All parties agree that storm conditions occurred at the time of the event. Having checked local weather data, this shows that winds peaked at 74 mph. This is higher than the wind gust peak QIC noted at 56 mph. I mention this as this demonstrates that in the nearby area winds were stronger.

I think the answer to the first two questions is yes as storm conditions occurred and the damage to Mr T's roof and fence is consistent with damage a storm typically causes.

The issue that is in dispute is whether storm conditions were the main cause of the damage. In order for QIC to be able to show that its decision was reasonable, it needs to show that it fairly applied the 'wear and tear' exclusion.

QIC relied on the opinion of a Surveyor who attended Mr T's home to inspect the damage.

Key comments from their findings were:

"We explained that we would not expect prevalent winds (even storm force winds) to have caused the felted roof to de-bond or to result in its detachment if the felted roof had been in good, well maintained condition and given the lack of damage to numerous felted roofs in the immediate vicinity this element of the claim was repudiated."

I'm unable to see any photos were taken by or provided by the Surveyor to support his findings. Photos provided by Mr T show the damaged flat roof debris on the front garden and damage to a fence. Mr T says as QIC rejected his claim for the roof damage, it didn't consider his claim for the fence damage which he says was also caused by the storm. Having looked at the photos provided by Mr T, I'm satisfied that the storm caused the damage to his fence and this is covered under Mr T's policy with QIC. The policy says:

"Storm

We will cover loss of damage caused by storm.

We don't cover:...

b. loss or damage to drives, patios, footpaths, terraces, gates, fences and hedges unless your home has been damaged at the same time and by the same cause."

I don't think it's enough to say that generally if the roof was in a good, well maintained condition it couldn't have been damaged by storm conditions without any supporting evidence by way of photos to demonstrate and support the Surveyor's opinion. And I don't think it's a strong enough argument to assume that other roofs in the area weren't damaged as a reason to decline the claim. In any event, Mr T says several roofs in the area were damaged.

So I don't think QIC has shown that its decision to rely on the exclusion of 'wear and tear' has been fairly applied. This means I'm upholding Mr T's complaint in line with the Investigator's recommendations which I've set out below.

My final decision

My final decision is that I uphold this complaint. I require QIC Europe Ltd to do the following:

- Settle Mr T's claim for storm damage to his home and fence.
- If Mr T has already paid for these repairs, subject to reasonable proof, QIC should reimburse Mr T minus any applicable excess. QIC Europe Ltd should add interest at a rate of 8% simple interest a year from the date Mr T made payment to the date QIC reimburses him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 22 July 2022.

Geraldine Newbold
Ombudsman