

## **The complaint**

Miss B complains about QIC Europe Ltd (QIC), declining a claim under her home insurance policy for damage to her property caused by bad weather.

QIC use agents to administer the policy and to assess claims. Reference to QIC includes these agents.

## **What happened**

In February 2022, at the time of Storm Eunice, Miss B's property suffered roof damage, with ridge tiles being blown off and other damage to the roof from the debris. She contacted QIC to tell them about the damage and lodge a claim.

QIC arranged for a surveyor to visit the property and assess the damage. He inspected the damage from ground level using a camera. Following the surveyor's visit and report, QIC declined Miss B's claim on the grounds that the damage was due to pre-existing issues with the mortar bedding of the ridge tiles, which had deteriorated and in some places was missing. This had caused the tiles to come loose, leading to them being blown off by the storm conditions. So, the damage was the result of wear and tear, rather than high winds.

Miss B challenged QIC's decision and engaged a roofer to inspect the roof (at roof level). The roofer concluded the damage was due to storm conditions at the time of the incident. However, QIC didn't accept this view, maintaining their decision to reject the claim.

Miss B then complained to QIC, but they didn't uphold it. In their final response QIC confirmed their decision to decline the claim. While they accepted there were storm conditions at the time of the incident, based on their surveyor's report findings and conclusions about the condition of the mortar bedding, they said the storm highlighted pre-existing wear and tear issues – it wasn't the direct cause of the damage. QIC referred to an exclusion under the policy for gradual deterioration. They also confirmed their surveyor wouldn't have gone onto the roof to inspect the damage due to health and safety concerns – but they had the equipment to take photos of the roof of sufficient quality to assess the damage and its cause.

Miss B then complained to this service. Based on the view of the roofer she engaged, as well as the damage to a property opposite hers, she didn't think QIC had fairly declined her claim due to wear and tear. She wanted QIC to pay for the damage, which she'd had to pay to be repaired. She was also unhappy at the time taken by QIC to decline the claim, which she said was stressful.

Our investigator upheld the complaint, concluding QIC hadn't acted fairly. He concluded there were storm conditions at the time of the incident and that the damage was typical of that to be expected in a storm (specifically, high winds). While he agreed there were some areas of mortar deterioration (and gaps) the severity of the winds recorded were up to what (on the Beaufort Scale) would be considered hurricane force. He also noted the conclusions of Miss B's roofer that the damage was caused by the extreme weather conditions. Based on these conclusions, particularly the severity of the wind, he thought QIC should reimburse

Miss B for the cost of the repair work she'd paid (together with interest from the date she paid the cost of repair to the date QIC reimbursed her).

On the issue of the length of time QIC had taken to assess the claim, the investigator didn't think QIC had acted unreasonably. They'd prepared two reports on the damage to Miss B's property and assessed the claim in a reasonable timeframe. So, he didn't think QIC needed to do anything more about this aspect of Miss B's complaint.

QIC disagreed with the investigator's conclusions and requested an ombudsman review the complaint. They said that while they accepted the wind speeds were high at the time of the incident and met the policy criteria to be classified as a storm, they didn't think the damage to the property would have occurred if the mortar bed holding the ridge tiles in place hadn't deteriorated or if it had been in a better condition. If it had, the bond between the ridge tiles and the roof would have been much stronger, so the winds wouldn't have been able to blow the ridge tiles off. So, the proximate cause of the damage was the deterioration of the mortar, which the winds highlighted.

### **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.

My role here is to decide whether QIC has acted fairly towards Miss B.

The main element of Miss B's complaint is that QIC unfairly declined her claim, on the grounds that while there were storm conditions at the time of the incident, they weren't the main cause of the damage. Rather, it was due to pre-existing issues with the mortar bed of the tiles. That had deteriorated and had gaps, so the high winds only highlighted an existing issue. Miss B doesn't agree, saying the damage was caused by the storm. She points to the view of her roofer in support of this view (as well as noting damage to another property nearby). Miss B is also unhappy at how QIC handled the claim, in particular the time taken to deal with the claim.

In considering the first element, whether the damage resulted from a storm or from a pre-existing issue, there are three key issues we consider:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage that a storm typically causes?
- Were the storm conditions the main (or dominant) cause of the damage?

On the first question, in their final response QIC accept there were storm conditions around Miss B's property at the time of the incident, noting a highest wind speed of 78 mph. This accords with the weather report provided by QIC, which describes the wind as "*violent storm force gusts...*". The reports from the weather firm this service uses also indicate storm conditions at the time of the incident. So, I've concluded there were storm conditions present around the date of the incident.

On the second question, the photographs from both QIC's surveyor and from Miss B's roofer show that some of the ridge tiles at the apex of the roof of Miss B's property have come off. There's also damage to other tiles on the roof, which would be consistent with impacts from the ridge tiles as they came off the roof. Both types of damage are ones we'd expect in storm conditions, particularly high winds. So, I've concluded the damage is consistent with that a storm typically causes.

The third question is therefore the key issue, where Miss B and QIC disagree. I've considered both views carefully, together with the reports from QIC's surveyor and the opinion of Miss B's roofer and the photographs taken by both. I've also considered the further information and representations made by QIC when responding to our investigator's view. Taking all these points into account, I've concluded QIC haven't acted fairly in declining Miss B's claim. I'll set out why I've come to this conclusion.

Firstly, as a general principle, where a policyholder makes a claim for damage or loss under a policy, the onus is on them to show there was an insured event that caused the damage or loss. In this case, given my conclusions there were storm conditions at the time of the incident, and the damage is consistent with that we'd expect to see in a storm, I think it's reasonable to conclude there was an insured event (storm) that caused damage.

However, where an insurer relies on an exclusion in the policy to decline a claim (as QIC have done) then the onus is on them to show the exclusion applies. Looking at the available information and evidence, I don't think QIC have done so in the specific circumstances of this case, so I'll explain why I've come to this view.

In their final response, QIC refer to the following policy exclusions, firstly in the *General Exclusion* section where there's the following exclusion:

*12. Any gradual or maintenance-related loss or damage*

*Loss or damage as a result of gradual causes including:*

- *Wear and tear...*
- *Gradual deterioration (whether you were aware of it or not)..."*

QIC also refer to a similar exclusion in the Storm section of the policy, where it states "*We don't cover...d. anything that happens gradually.*"

QIC also refer to their surveyor's report, which states:

*"We have inspected the ridge tiles and noted the mortar bedding has deteriorated, completely missing in areas and has allowed the tiles to become loose, being displaced in the wind...the proximate cause of the displacement is wear and tear..."*

However, Miss B's roofer states that:

*"I can confirm that the damage was caused by extreme weather conditions which caused the ridge to left and cause damage to the main and lower roof."*

As Miss B's roofer inspected the roof at roof level (whereas QIC's surveyor carried out the inspection from ground level) then I think the roofer's view is more persuasive.

I've also considered the question of the condition of the mortar and whether this would have been (as QIC maintain) the cause (or dominant cause) of the damage. Looking at the photographs taken by QIC's surveyor and those by Miss b's roofer, there is some evidence of mortar deterioration underpinning the ridge tiles. But that's the case even in places where ridge tiles haven't been displaced, which if the mortar deterioration and gaps referred to by QIC were the main cause of the damage, I wouldn't have expected those tiles to remain in place. I've also noted a comment from QIC when responding to a point from our investigator about whether the storm itself could have dislodged the mortar to create the observed gaps. The comments state:

*"...the wind has simply highlighted the ridge tiles that had a weak bond to the roof due to the mortar deterioration...the images clearly show the remaining mortar,*

*particularly under the ridge tiles that have not been removed, is aged and in a poor condition. In addition, the cracks and missing mortar under the remaining ridge tiles is not showing freshly exposed mortar, meaning the mortar has been like this for some time.”*

However, looking at the photographs taken by Miss B’s roofer, the remaining mortar bed under the displaced tiles looks to be freshly exposed. Taken with QIC’s comment then had the mortar deteriorated before the incident (leading to a weak bond) then I’d have expected the exposed mortar to have shown signs of aging. As the mortar looks freshly exposed, this suggests the bond before the incident wasn’t weak (to the extent it then led to the tiles being displaced). Taking these points into account – particularly given the onus being on QIC to show the exclusion applies – than I’m persuaded the storm conditions are, on balance, the main or dominant cause of the damage.

I’ve also considered the severity of the storm conditions on the date of the incident. As noted above, QIC’s weather report indicates a maximum wind speed (gust) of 78 mph and describes the wind as “*violent storm force gusts...*”. The wind speed is significantly higher than QIC’s own policy definition of storm force winds (55 mph). Our investigator noted that a wind speed of 78 mph would (on the Beaufort Scale) be classified as ‘Hurricane’ level under the WMO classifications. At this level, expected damage would include tiles being displaced, which is consistent with what happened in this case.

Taking all these conclusions into account, then I’m not persuaded QIC have shown the exclusion applies. And so, they haven’t acted fairly in declining Miss B’s claim.

Having reached this conclusion, I’ve thought about what I think QIC need to do to put things right. My understanding is that Miss B has already paid for the repair work to be carried out. That being the case, as I don’t think QIC can rely on the policy exclusion to decline the claim, I think they should settle the claim in line with the remaining terms and conditions of the policy (including any excess under the policy, as appropriate) based on Miss B providing evidence (such as an invoice) of the cost she’s incurred. In addition, on the assumption Miss B has paid the cost, I think it’s reasonable to add interest, at a rate of 8% simple, from the date Miss B paid the cost to the date QIC settle the claim.

Turning to the second question, the time taken to assess Miss B’s claim, I’ve considered the timeline of events. The date of the incident, in February 2022, to QIC’s final response, in March 2022, is a period of just over a month. That includes the inspection by QIC’s surveyor eleven days after the incident as well as Miss B’s roofer. It also includes a second view (and discussion with Miss B) from a second, in-house QIC surveyor, before QIC’s final response. Looking at this timeline, I don’t think it’s unreasonable – particularly as Storm Eunice (as a named storm) was a significant weather event and likely to have led to an increased number of claims for damage. So, I’ve concluded QIC acted reasonably in the time taken to assess Miss B’s claim. While I appreciate the incident will have been stressful for Miss B, I don’t think QIC caused her undue stress from their handling of her claim. So, I won’t be asking them to do anything more in this respect.

### **My final decision**

For the reasons set out above, it’s my final decision to uphold Miss B’s complaint. I require QIC Europe Ltd to:

- settle the claim in line with the remaining terms and conditions of the policy (including any excess under the policy, as appropriate) based on Miss B providing evidence (such as an invoice) of the cost she’s incurred.

In addition, on the assumption Miss B has paid the cost, I think it's reasonable to add interest, at a rate of 8% simple, from the date Miss B paid the cost to the date QIC settle the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 29 September 2022.

Paul King  
**Ombudsman**