

The complaint

Mr W is unhappy QIC Europe Ltd (QIC) has declined a storm damage claim made under his home insurance policy.

What happened

During bad weather in January 2022, Mr W's property suffered damage, so he made a storm damage claim to QIC, his home insurance provider.

QIC inspected the various elements of damage but declined the claim in full. They said:

- There wasn't a storm based on the weather conditions
- The render was damaged by historic pre-existing debonding due to frost cycles, which had been highlighted by the weather
- The capstones had de-bonded due to deterioration of the mortar which had been highlighted by the weather
- The greenhouse glass would've been covered under accidental damage to glass cover, but repairs would be less than the policy excess
- Damage to the roof below the main roof was due to falling debris, rather than storm, and there is no accidental damage cover
- The gazebo wouldn't be covered under the definition of an outbuilding
- The damaged timber seating wouldn't be covered under the contents in the open policy cover as this excludes damage caused by storm, and there is no accidental damage cover

Our investigator looked into things, but she didn't uphold the complaint. She said there was a storm but didn't believe the damage was due to this. Instead she said the roof capstones and render was gradual damage, which was excluded, so QIC hadn't acted unfairly by declining the claim for this.

The investigator also said that another part of the roof was damaged due to falling debris rather than a storm and not covered. And damage to a Gazebo and seating was also excluded under the policy. She also said that damage to the greenhouse would've been covered but was less than the policy excess. So she didn't recommend QIC do anything further.

Mr W didn't agree and asked for a final decision from an ombudsman.

I issued a provisional decision. I reached the same outcome on some of the complaint points as our investigator, but different outcomes on others. So, I wanted to give both parties an opportunity to comment on my provisional findings before I reached my final decision.

What I provisionally decided – and why

In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and

reasonable in the circumstances of this complaint.

I've reached a different outcome on some parts of the claim to the position reached by QIC - that our investigator agreed with. So, I'm issuing a provisional decision to give both parties an opportunity to comment on my findings, before I reach my final decision.

Firstly, during the bad weather, a Gazebo and seating were damaged. QIC didn't cover these on the basis the Gazebo doesn't fall within the policy definition of an outbuilding, and the seating because contents in the open excludes storm damage. Mr W accepts these aren't covered under his policy. But for completeness, I've also looked at the policy terms, and agree they aren't covered.

This is because the Gazebo doesn't fall within the definition of an outbuilding – as this excludes structures which are open on more than one side. And the seat isn't covered as contents in the open policy cover excludes storm damage. I also can't see from the information provided that Mr W actually has contents cover in any event, as the schedule seems to indicate he only has buildings cover. But even if he does have that cover, I'm satisfied the seat wouldn't be covered for the reasons outlined.

So, I need to consider the remainder of the damage being claimed for – the render, the capstones, damage to the roof below and the greenhouse glass – and whether QIC's decision to decline this is reasonable.

When we look at complaints about storm damage claims, we consider three questions. If any of the answers to the three questions is no then it's likely a claim won't succeed.

Were there storm conditions?

Mr W's policy covers storm damage. And the policy defines storm as:

"Storm

A period of violent weather defined as:

- a. a gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55mph;*
- or*
- b. torrential rain that falls at a rate of at least 25mm per hour; or*
- c. snow that falls to a depth of at least 30cm in 24 hours; or*
- d. hail so severe that it causes damage to hard surfaces or breaks glass."*

QIC checked weather records for the date of loss and say there wasn't a storm. The records they relied on showed 44mph as the maximum wind gust, so below that defined in the policy.

However, the records they relied on also say Data is only to 0900! and not beyond that time. I also note the weather station was 15 miles from Mr W's property.

I've checked weather records myself for the date of loss. A copy of these have also been sent to both parties with my provisional decision. I have checked the two weather reporting systems we have available.

The first indicates wind speeds of 56mph at around 9am (and after this time too as the reports went beyond 9am). This weather data was also taken from weather stations around 15 miles away but shows much higher speeds than QIC's checks showed.

I've also checked the other tool we have available. This relies on satellite and radar and generally gives data to around 1km away. This showed wind speeds of up to 58mph.

So based on the checks I've completed, I'm satisfied the weather at the time was a storm, and within the definition of storm within Mr W's policy, and considerably higher windspeeds than those relied on by QIC.

Mr W has said he believes the windspeeds were in the range of 90mph. Whilst the weather data I've referred to above doesn't necessarily support those levels specifically, Mr W's property is in an exposed location. Therefore, windspeeds could have been higher than reported in the data that I've referred to.

Mr W has also provided video evidence of the wind which does appear significant. And photos which the loss adjuster appointed by QIC took also show significant size trees have been uprooted outside Mr W's property. Either way though, I'm satisfied the weather conditions were more significant than those concluded by QIC and were in line with a storm as defined in Mr W's policy.

Is the damage consistent with storm?

Damage to a roof, greenhouse glass and potentially render could be storm type damage, in the right conditions.

Was the storm the main cause of damage?

When considering this point, I've looked at the different areas of damage separately.

The render

QIC says the render was likely suffering from gradual deterioration due to repetitive frost cycles, and it was due to this that the wind was able to get under the render and lift it, causing it to break and fall away from Mr W's property.

Mr W has said he has regularly had it painted but accepts that it's age and condition may have played a part in the damage.

I would expect render which is in good condition and not suffering from any pre-existing issues to remain in place during bad weather generally, given part of its role is to provide an external coating to protect a property against the elements.

The images of that area of the damaged render do appear to show, whilst clearly more recently painted, that it is suffering from some age-related deterioration. On balance, I'm minded to conclude it was this which was highlighted during the bad weather and resulted in damage being caused. Mr W's policy excludes:

"We don't cover the following.

*12. Any gradual or maintenance-related loss or damage
Loss or damage as a result of gradual causes including:*

- wear and tear;*
- fall in value over time;*
- gradual deterioration (whether you were aware of it or not);*
- exposure to sunlight or atmospheric conditions;*
- normal settlement;*
- warping or shrinkage ;*
- rusting or corrosion;*
- wet or dry rot (regardless of the cause) ;*
- fungus, mildew or mould;*
- infestation (for example by vermin); and*
- costs that arise from using or maintaining your buildings and contents normally."*

And the storm policy cover also says:

"We don't cover:

a. loss or damage caused by frost;

.....

c. anything that happens gradually."

So, on balance, unless anything changes as a result of the response to my provisional decision, I'm minded to conclude QIC hasn't acted unfairly by declining to cover the damage to the render.

The roof capstones

QIC has said that the cause of damage to the capstones was a deterioration in the mortar. And they say this was highlighted by the weather, and it was this deterioration that then caused the damage to occur. So, they've declined this based on the exclusions I've outlined above.

However, I'm not minded to agree with this for several reasons. I'll explain why.

Firstly, the surveyor that attended on behalf of QIC said in their report:

*"We were then invited to inspect damage caused by the dislodged stone capstones to the rear gable verge which have fallen damaging a large area of the pitched roof below and we would consider these works to be liable as well as the glazing which was smashed due to high winds acting on the greenhouse opening window. Replacement of a single pane of glass (greenhouse) and replacement of stone capstones (main house) is required with temporary tiling yet to be replaced with Marley tiles of similar quality and repairs to underlying battens and felt undertaken**these works will require scaffold access."*

The surveyor then went on to estimate the costs of repairs to insurers for the works they are liable for.

Therefore, it does seem the surveyor acting for QIC was satisfied that this was something that should be covered under the policy, and as a result of the weather at the time. They've made no mention of deterioration of mortar, or that the capstones have dislodged due to any other reason.

But from the internal notes provided, it then appears that someone else internally at QIC reviewed matters surrounding the render - which Mr W had disputed on site with the loss adjuster - which was referred back to insurers. They also revisited the capstones as part of this. They decided:

"The capstones on the ridge of the roof have de-bonded from (sic) the main roof due to deterioration of the mortar holding them in place and this has been highlighted by the wind."

However, it is unclear how or why they reached that conclusion, or why it differs to that of the surveyor who actually inspected the property. So, I don't find that later conclusion persuasive.

In addition, Mr W has also provided a report from his own roofer (a copy has been sent to QIC), who actually accessed the roof and completed repairs, and they said:

"The overall condition of the outside of the property as a whole was of a high standard.

The condition of the roof was also higher than average condition relative to other properties I work on. The majority of the roof withstood the exceptional storm force winds even though the house is in an exposed position.

Only one small area was effected and as a result a coping stone was dislodged in my opinion due to the force of the very high wind on the exposed ridge. This coping stone then fell onto a lower roof causing damage. Both areas were repaired, I was also asked to check the other coping stones but they were sound. However the owner asked me to replace any cement around the ridge. In my opinion this was not necessary but the work still went ahead at extra cost which he paid separately. This was not added to the insurance quote. On further inspection no other areas of the roof needed repairs or updating as it was in good condition.

I would like to state under normal conditions the stone would not have moved but due to the extreme conditions and the position of the ridge there was enough force to move it. I would also like to state that any structure no matter its age or condition can still receive damage if the force is high enough. I regularly get called to new builds for similar work to be carried out."

I find their report, in addition to the surveyor's original report, persuasive. The images of the roof also support it appears well maintained and not suffering from historic, gradual or wear and tear issues.

Given the above, and the weather conditions I've referred to above, which I'm satisfied show there was a storm, I'm minded to conclude that the capstones should be covered under Mr W's policy as storm damage.

Mr W had temporary repairs completed prior to QIC attending, and after they rejected his claim in full, he had permanent repairs to the capstones (and roof below) carried out. I don't think this was unreasonable, given Mr W's claim had been declined by QIC.

Therefore, unless anything changes as a result of the responses to my provisional decision, I'm minded to say QIC should reimburse the costs Mr W has incurred in having the (temporary and permanent) repairs carried out to the capstones (subject to the relevant policy excess). I'm also minded to direct QIC to add 8% simple interest from the date of payment of the invoices to the date of settlement.

The roof below – damaged by the capstones

QIC has declined the damage to the roof below where the capstones ended up after being dislodged. They said it wasn't storm damage (they said the capstones weren't storm damage related or the consequential damage they caused), and instead was damaged by falling debris unconnected to storm damage.

However, I'm minded to conclude, for the reasons outlined, the capstones were damaged as a result of the storm. Therefore, I'm also minded to conclude the consequential damage to the roof tiles below was also the result of a storm as that was the proximate cause. So, I'm minded to conclude the tiles should also be covered under Mr W's policy as storm damage.

As I say, Mr W had temporary repairs followed by permanent repairs carried out after QIC rejected his claim. I'm minded to direct QIC to reimburse the costs Mr W incurred, with 8% simple interest added from date of payment of the invoice to date of settlement.

The greenhouse glass

QIC accepted the damage to the greenhouse glass would be covered under Mr W's policy. They said it would be covered under accidental damage to glass standard policy cover, rather than as storm damage. But they said the costs of repairs would be £77 and the excess was £350, so Mr W didn't have a valid claim as it was less than the policy excess.

But I'm satisfied the damage was caused by the storm (along with the other damage I've outlined above), and therefore it should also be considered under the storm peril – as this doesn't exclude this type of damage.

And whilst the cost would still be the same to repair, the excess would already have been taken into account as part of the capstone and roof storm damage claim. Consequently, the claim value will likely already be above the applicable policy excess, so QIC will also need to include the greenhouse glass settlement within the overall claim. The same principle would also apply, that if Mr W has already paid for repairs, QIC will also need to add 8% simple interest to the settlement from date of payment of any invoice to date of settlement.

The service received

It's clear that having significant damage to your property will be distressing in itself. But the distress and inconvenience to Mr W has been added to when QIC declined the claim in full which was, in part, unfair in my view for the reasons I've outlined above.

With this in mind, unless anything changes due to the responses to my provisional decision, I'm also minded to direct QIC to pay Mr W £150 compensation."

So I was minded to uphold the complaint in part and to direct QIC Europe Ltd to:

- reimburse the costs Mr W has incurred in having the temporary and permanent repairs carried out to the capstones (subject to the relevant policy excess). 8% simple interest should also be added from date of payment of the invoice to date of settlement.
- reimburse the costs Mr W incurred in having temporary and permanent repairs to the roof damaged by the capstones. 8% simple interest should also be added from date of payment of the invoice to date of settlement.
- Settle the greenhouse glass part of the claim. If Mr W has already paid for this, 8% simple interest should also be added from date of payment of the invoice to date of settlement.
- Pay Mr W £150 compensation

The responses to my provisional decision

Mr W responded agreeing with the provisional decision.

QIC responded but they didn't agree. They said it can be seen that the capstone has de-bonded due to deterioration and this is evidenced as some have remained in place. QIC said on this basis it's clear that this was caused by wear and tear, which was highlighted by the wind. They said if it was solely the wind and consequently storm damage, then *all* of the capstones would have come off or moved at the time.

QIC also said it is important to note that the surveyor had incorrectly said the damage to the capstones would be covered.

On this basis, QIC maintain that the damage was as a result of wear and tear, highlighted by the wind. Consequently, they also maintain the damage to the roof below also isn't covered.

QIC also maintained that the greenhouse damage wouldn't be covered as this is below the policy excess.

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 also thought carefully about the conclusions I came to in my provisional decision, along with the responses received to it. Having done so, my decision remains the same, and for the same reasons.

QIC says the surveyor incorrectly advised the capstones would be covered. Whilst I note what QIC has said here, they haven't clarified why the conclusions the surveyor reached were wrong, disregarded and overturned during an internal review.

As I said in my provisional decision, the inspecting surveyor made no comment about the condition of the mortar suffering wear and tear, or gradual damage. They also didn't take photos which support that position QIC now seeks to rely on.

The surveyor's conclusions were overturned internally by QIC later, but as I said in my provisional decision, there is no rationale or evidence, based on the surveyor report, which supports those conclusions later being relied on. So, I'm persuaded by the surveyor report and conclusions they reached at that time, as they actually inspected the roof, rather than an internal secondary review carried out, which has no further evidence to support those new conclusions decided by QIC.

I also note QIC's views that some capstones remained in place, so they believe this shows wear and tear by the fact that some did move, and others didn't. But I don't agree with this argument. Just because not all of them moved, doesn't mean the ones that did couldn't have been moved due to the storm.

That would be like saying - as an example to illustrate my point - that every single tile on a roof would need to be displaced/removed, in order to conclude that there had been storm damage to roof tiles. In reality, a storm would generally only displace *some* tiles, with many remaining in their original position, but storm damage ultimately did still occur to some.

Therefore, I don't find QIC's argument here persuasive. And I also referred to Mr W's roofer's report, which, in addition to QIC's original surveyor's report, persuades me the capstone damage was as a result of the storm, and should be covered under Mr W's policy.

So, it also follows, I'm satisfied the storm was also the proximate cause of the roof damage below. And as Mr W has a valid storm claim, it follows that the greenhouse glass should also be covered under storm, as the excess will already have been taken into account with the remaining roof damage part of the claim. This means the glass repairs, when taking into account the other covered repairs, aren't less than the excess for the overall storm damage claim.

Neither party provided any comments on the render, so my conclusions on that point remain the same - that this isn't covered, and for the same reasons outlined in my provisional decision.

And my findings remain the same regarding the service Mr W has received, and the appropriate compensation I think is warranted for this.

My final decision

It's my final decision that I uphold this complaint in part and direct QIC Europe Ltd to:

- reimburse the costs Mr W has incurred in having the temporary and permanent repairs carried out to the capstones (subject to the relevant policy excess). 8% simple interest* should also be added from date of payment of the invoice to date of settlement.
- reimburse the costs Mr W incurred in having temporary and permanent repairs to the roof damaged by the capstones. 8% simple interest* should also be added from date of payment of the invoice to date of settlement.
- Settle the greenhouse glass part of the claim. If Mr W has already paid for this, 8% simple interest* should also be added from date of payment of the invoice to date of settlement.
- Pay Mr W £150 compensation

**If QIC Europe Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr W how much it's taken off. It should also give Mr W a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.*

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 September 2022.

Callum Milne
Ombudsman