

## **The complaint**

Mr and Mrs T complain that QIC Europe Limited (QIC) declined their claim for storm damage under their buildings insurance.

The policy was in joint names but, for ease, I've referred only to Mr T throughout my decision.

## **What happened**

During a named storm, Mr T found that water had leaked through his roof and damaged the interior of his home. He made a claim under his buildings policy. QIC's surveyor took photos of the damage but they concluded that the damage was mainly caused by poor workmanship. QIC declined Mr T's claim.

Mr T complained to QIC. He remained of the view that his roof was damaged during the storm and that QIC should cover his claim. QIC maintained its decision, so Mr T brought his complaint to this service.

Our investigator upheld Mr T's complaint because he didn't think QIC had shown that poor workmanship was the main cause of damage.

QIC didn't agree. It said the roof felt dislodged in the storm because it hadn't been attached properly to begin with.

The complaint was passed to me to decide.

## **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.

Having done so, I've decided to uphold Mr T's complaint and I'll explain why.

I ask three questions when considering complaints about storm damage:

- Was there a storm?
- Was the damage typical of that caused by a storm?
- Was the damage caused wholly or mainly by the storm?

I'll address each question in turn.

### **Was there a storm?**

This is not in dispute. The policy defines a storm as "...wind speeds of at least 55mph". The storm was a well-publicised and named storm, reaching wind speeds of 64mph in the area where Mr T lived. I'm satisfied there was a storm.

### **Was the damage typical of that caused by a storm?**

A storm with windspeeds of 64 mph typically causes widespread structural damage. In Mr T's case, the felt roof covering lifted and rainwater penetrated the exposed roof. Having looked at the description of likely damage caused by winds of this speed on reputable online sites, I'm satisfied that the damage to Mr T's roof is typical of that caused by a storm.

The policy says, "We will cover loss or damage caused by storm", and, "Properties are designed to withstand all but the most extreme weather conditions. Damage caused by normal weather conditions is not covered by this policy".

Having considered these circumstances, it's understandable that Mr T thought the storm caused the damage. And, based on the policy definition and cover available, it was reasonable for Mr T to make a claim for the damage to his roof.

At this point, QIC was responsible for either settling the claim or showing that a policy exclusion applied.

### **Was the damage caused wholly or mainly by the storm?**

QIC declined the claim relying on the following policy exclusion:

*Poor workmanship*

*Loss or damage caused by poor workmanship, use of faulty materials (including latent defects) or poor design (a latent defect is a fault which exists but which only causes a problem at a later stage under certain conditions).*

I've thought carefully about QIC's response and the reasons it gave for reaching that decision. QIC commented on the felt remaining on the roof around the edges, which it says is where damage is most often seen when a felt roof is reaching the end of its lifespan. Mr T said the roof was six years old. Nevertheless, QIC declined the claim for poor workmanship. But, having reviewed the evidence, I haven't seen anything to persuade me that felt left around the edges of the roof is evidence only of poor workmanship.

QIC also said the roof felt mustn't have been bonded properly to the decking below. That's because the whole felt covering had lifted. I understand QIC's point but it hasn't provided any evidence of its assumption that the felt wasn't properly bonded. Going back to the earlier point, a storm of this strength typically causes widespread structural damage. QIC's policy says a property should withstand all but the most extreme conditions. That implies, then, that properties won't necessarily withstand the extreme weather conditions seen here. I've already concluded that the storm was one which would've caused widespread structural damage. So, on balance, I'm satisfied that the storm was likely the main cause of the damage to Mr T's roof because QIC hasn't presented me with any evidence to persuade me otherwise.

### **Putting things right**

As Mr T needed to complete the roof repairs to prevent further damage and to minimise the impact on his young family, it's no longer reasonable for QIC to inspect the roof further or to assess the claim against the remaining terms of the policy. Therefore, to put matters right, QIC should settle the claim in line with the policy by reimbursing Mr T for his evidenced repair costs, including redecorating the rooms damaged by the water ingress. In addition to this, QIC should pay Mr T 8% simple interest on the reimbursement of any valid repair costs he's already incurred.

## **My final decision**

For the reasons given above, my final decision is that I uphold the complaint and QIC Europe Limited must:

- settle the claim in line with the policy by reimbursing Mr T for any receipted costs he's already incurred in repairing the damage, and covering the cost of any remaining repairs to the roof and interior decoration damage caused by the storm, and
- pay 8% simple interest\* on the valid, evidenced repair costs from the date Mr T paid them to the date QIC pays the reimbursement.

\*If QIC Europe Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr T how much it's taken off. It should also give Mr T a certificate showing this if he asks for one, so he can reclaim the tax from HMRC if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and Mr T to accept or reject my decision before 12 October 2022.

Debra Vaughan  
**Ombudsman**