

## **The complaint**

Miss B and Mr L have complained about QIC Europe Ltd turning down their claim under their home insurance policy for storm damage to their home and garden fence.

The claim was handled by QIC's claim handling agent, who I'll refer to as TC.

## **What happened**

Miss B and Mr L submitted a claim under their home insurance policy after their roof and fence were damaged during storm Eunice. TC sent a surveyor to inspect the damage. Having done so he turned down the claim for the roof on the basis the predominant cause of the damage was as result of:

- the mortar holding the ridge tiles in place deteriorating and allowing them to de-bond from the roof;
- the mortar on the chimney deteriorating and causing the lead flashing to become loose; and
- the other tiles slipping from their position due to the deterioration of their fixings.

He went on to suggest that all the wind during the storm had done was highlight pre-existing problems.

Miss B and Mr L complained to TC. They quickly considered their complaint and said they were satisfied the decision made by the surveyor was correct. They added that the damage to the fence at Miss B and Mr L's home wasn't covered either, because their policy makes it clear damage to fences is only covered if their home has been damaged by the same cause. By this they meant that, whilst the fence had been damaged by a storm, Miss B and Mr L's home hadn't and therefore the damage to the fence wasn't covered.

Miss B and Mr L asked us to consider their complaint. They said they accepted the lead flashing had become loose due to the mortar on the chimney deteriorating, but they did not think TC were right to turn down the rest of their claim.

One of our investigators considered Miss B and Mr L's complaint. He said that TC were wrong to turn down their claim for the dislodged tiles and that QIC should pay Miss B and Mr L what it had cost them to get the damage repaired. He also said QIC should pay Miss B and Mr L the cost of repairing the fence.

TC on behalf of QIC haven't accepted the investigator's view and have asked for an ombudsman's decision. They've said it can be seen from the photographs provided that the ridge tiles have de-bonded and that this is evidenced by the fact the remaining ridge tiles were left in place. They think if the damage to the tiles that came off was as a result of wind only, all of the ridge tiles would have come off. They've added with regards to the damage to the fence that the fact the central posts were left standing and the posts at the ends were loose shows the damage had happened gradually as was just highlighted by the wind.

## **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 agree with our investigator that QIC should pay Miss B and Mr L's claim for the cost of repairing the damage to the roof as result of the tiles that came off and the cost of repairing their fence.

Miss B and Mr L's policy covers damage to their home and fences caused by storm. And the fact the damage they've claimed for happened during a storm is not in dispute. So, provided the storm was the dominant and effective cause of the damage, the cost of repairing the damage would be covered by their policy.

I've noted TC's comments, but I am not persuaded wear and tear, ie the de-bonding of the ridge tiles and the other tiles becoming loose due to the deterioration of their fixings was the dominant and effective cause of the damage to the roof. The wind speeds at the time the damage happened were extreme and I think all the tiles would have stayed in place but for these winds. I accept the mortar may not have been in particularly good condition under some of the ridge tiles and some of the fixings under the other tiles had deteriorated. But – whilst I accept this was a contributory factor - I don't think it was the main cause of the damage. I think the main cause was the high winds during storm Eunice and this means the damage is covered by Miss B and Mr L's policy.

I think it's arguable the storm was the dominant and effective cause of the damage to the lead flashing by the chimney on Miss B and Mr L's home, as it does look like it has been ripped out by strong winds. But I also think it is possible this had already happened in less severe winds. I say this because of the clear lack of mortar in the joints the flashing was meant to be attached to. And, as Miss B and Mr L have accepted this damage isn't covered by their policy, I've not considered this aspect further and I am not going to make QIC pay anything towards the cost of repairing this damage.

As I think the damage to the roof caused by the tiles coming off was caused by a storm, it follows that, if the damage to the fence was also caused by the same storm, it is also covered. And I think it was. I'm not at all persuaded by TC's very late argument about the state of the two end posts. The winds were extreme and which posts and panels are damaged in such extreme conditions will depend on a number of factors, including the wind direction and the position of the posts. And – even if some of the fence posts weren't in as good a condition as others, I still think they'd have been able to withstand normal wind speeds. So, again, I think the dominant and effective cause of the damage to the fence was the wind during storm Eunice. And this means I think QIC should pay the cost of repairing Miss B and Mr L's fence as well.

There is a clause in Miss B and Mr L's policy requiring them to maintain their home in a good state of repair. But, whilst their roof was fairly worn and had some moss growing on it, I think it was as could be expected for a roof of that age and I do not think there is sufficient evidence to say Miss B and Mr L realised there were issues with the tiles and failed to take any action, ie there was no obvious need that the roof needed maintenance to the naked eye of someone that wasn't an expert. And I think the same can be said of their fence. So, for the sake of completeness, I should say I don't think they breached the *maintenance condition* in the policy.

## **Putting things right**

It looks like Miss B and Mr L have paid for the repairs to the areas of their roof damaged by

the tiles falling and for the repairs to their fence. So, subject to them providing evidence to demonstrate this, I think QIC should reimburse what they paid, less any applicable policy excess or excesses. I notice the invoice Miss B and Mr L have provided to us for the repairs to the roof includes repairing the flashing to the chimney. So, the amount this cost will need to be established and knocked off. I also think QIC should pay interest on the amounts due to Miss B and Mr L at eight percent per annum simple from the date they paid for the repairs to the date they reimburse the amounts they've paid. This is because they've been without these funds and should receive interest to compensate them for this.

I've decided not to award anything for the distress and inconvenience Miss B and Mr L experienced as a result of having their claim wrongly turned down. This is because, whilst the decision taken by TC on behalf of QIC was wrong, they did make it fairly quickly and at least explained to Miss B and Mr L why they were turning their claim down. So, whilst TC got it wrong, I think QIC having to reimburse what Miss B and Mr L have paid for the damage I think is covered for their policy, plus interest, is adequate compensation and fair and reasonable in all the circumstances.

### **My final decision**

My final decision is that I uphold Miss B and Mr L's complaint against QIC Europe Ltd and require them to reimburse what they paid to have their roof repaired after tiles came off and what they paid to have their fence repaired, subject to them providing evidence to show what they paid for these things, less any applicable policy excess or excesses. QIC Europe Ltd should also add interest to the amounts due to Miss B and Mr L at eight percent from the date Miss B and Mr L made the payments to the date they reimburse them<sup>1</sup>.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Mr L to accept or reject my decision before 22 November 2022.

Robert Short  
**Ombudsman**

---

<sup>1</sup> QIC Europe Ltd must tell Miss B and Mr L if they have made a deduction for income tax. And, they have, how much they've taken off. They must also provide a tax deduction certificate for Miss B and Mr L if asked to do so. This will allow Miss B and Mr L to reclaim the tax from His Majesty's Revenue & Customs (HMRC) if appropriate.