

The complaint

Mr and Mrs J complained that QIC Europe Ltd (“QIC”) unfairly declined their storm claim under their home insurance.

What happened

Mr and Mrs J made a claim to QIC when high winds caused damage to their property. Mr and Mrs J’s said the winds caused a ridge tile to be dislodged from their roof and caused significant damage to their boundary fence.

QIC appointed a surveyor to review and validate the damage. Based on the report provided by the surveyor, QIC decided to decline the claim. QIC’s surveyor said the storm wasn’t the main cause of the damage. It said the dislodged tile was caused by poor workmanship, so wasn’t covered by the policy. It said as no storm damage was evident to the main property, the policy didn’t cover damage to the fence, although it did add this wouldn’t have been covered anyway as the fence posts were clearly rotten and showing signs of deterioration.

Our investigator decided to uphold the complaint. He didn’t think QIC had proven that poor workmanship had caused the ridge tile to become dislodged and thought it was more likely the storm had caused this, so he asked QIC to refund Mr and Mrs J for the work they had done to replace the tile (circa £100). However, he thought QIC had fairly declined the claim for the fence as he thought there was signs of deterioration and poor maintenance. Mr and Mrs J disagreed, so the case has been referred to an ombudsman.

My provisional decision

I issued a provisional decision on this on 16 August 2022. I said:

“When our service looks at a storm claim, there are three questions to consider:

- 1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?*
- 2. Was the damage claimed for consistent with damage a storm typically causes?*
- 3. Were the storm conditions the main cause of the damage?*

I will use this structure to work through the complaint. I’m likely to uphold the complaint if the answer to all three is ‘yes’. If the answer to one of the questions is ‘no’, I’m unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

QIC agreed storm conditions were present at the time of the reported incident, so I will move to the next question.

Was the damage claimed for consistent with damage a storm typically causes?

I think it’s possible that high winds could potentially cause damage like what has been claimed for. Significant winds could result in tiles been blown from a roof or causing them to

become dislodged. High winds can cause damage to wooden fences. So, I will consider the next question.

Were the storm conditions the main cause of the damage?

I have first considered the dislodged ridge tile. Mr and Mrs J have shown a storm was evident at the time of the reported incident, but QIC has declined the claim because it said poor workmanship was the main cause of the damage. It suggests the storm merely highlighted this pre-existing weakness. I have checked the relevant sections from the policy to understand what it sets out about the cover. The general exclusions show an exclusion for poor workmanship, it states:

“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”.

Therefore, if QIC has shown poor workmanship was the cause of the dislodged tile, then I would say it's been fair to decline the claim under the terms and conditions of the policy.

QIC appointed an expert surveyor to carry out the investigation and this was later reviewed by the in-house surveying team. I think this is a reasonable approach. Mr and Mrs J hasn't provided any expert reports, so my decision is based on the evidence provided.

QIC said “the loose ridge tile that can be seen in the images, has been replaced more recently than the remaining ridge tiles and this is evidenced by the loose tile being a different colour than the others. With this in mind, we would expect this ridge tile to be held more securely to the roof as the mortar bonding the tile to the roof would have been applied more recently and therefore would have had less time to naturally deteriorate. The older ridge tiles were not removed or loosened during the same storm conditions and these tiles have been exposed to the elements over a longer period of time and the mortar bonding them to the roof would have had more time to naturally deteriorate. Therefore, we can conclude, that the mortar bonding the loose ridge tile to the roof was not of a good quality”.

I have looked at what the surveyor specifically said in his report – he said “this ridge (tile) is a different colour to the rest and has clearly been replaced before. Therefore, [it] has not been replaced as well” as the other ridge tiles that remain in place. QIC added this was likely to be due to a poor sand/cement mix.

Whilst, I think QIC's hypothesis is reasonable, I don't think it has provided any conclusive evidence to prove its hypothesis holds true and is the main cause of the damage. There are no close-up pictures of the damaged area or inspection – the photographs taken are from quite a distance. It hasn't proven there was a poor sand/cement mix. I appreciate QIC thinks it was fitted poorly as other tiles fitted at a different time are still intact. However, I think it's just as likely high winds could've applied a greater force to the end ridge tile causing it to be dislodged.

Therefore, I think QIC should cover the claim as I don't think it's reasonable to rely on poor workmanship to exclude the claim. Therefore, I intend to uphold this aspect of the complaint. Mr and Mrs J said they've had the tile replaced at a cost of £95. As it's a small amount and reasonable, I'm not going to ask for receipts to be provided, so I intend to require QIC to pay £95 plus 8% simple interest from the date of the claim to the date it's paid (for the time Mr and Mrs J has been without this money). I think Mr and Mrs J have suffered some inconvenience from having to have the tile repaired themselves to mitigate future leaks, rather than have it fixed by QIC's contractors, so I intend to award £100 compensation for this.

I've then considered the damage to the fence. As I've decided there was storm damage to the main house, the damage to the fence can be considered because of the storm. The surveyor said "the fence to the side boundary is in a poor state due to age. There is a vast amount of plants growing in and over it and these are adding excess weight to an already ageing fence. The posts are rotten and loose where they go into the ground".

Mr and Mrs J has disputed the surveyor's findings. So, I have reviewed the photographs provided. I think the surveyor's commentary is consistent with what I can see in the photographs. The fence appears to have some age to it. There are some parts of it missing. The fence is leaning in the area where the heavy growth is over the fence. So, I think QIC has been fair in saying the storm wasn't the main cause of the damage to the fence. I don't think it's been properly maintained. Therefore, I don't uphold this aspect of the complaint".

Responses to my provisional decision

Both parties accepted my provisional decision and didn't have anything further to add.

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.

Given neither party has provided any new information, I see no reason to change my provisional decision.

My final decision

My final decision is that I uphold this complaint. I require QIC Europe Ltd to pay Mr and Mrs J:

- £95 plus 8% simple interest (from the date of the claim to the date its paid)
- £100 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr J to accept or reject my decision before 4 October 2022.

Pete Averill
Ombudsman