

The complaint

Miss S has complained that QIC Europe Ltd (QIC) unfairly declined a claim for storm damage under a home insurance policy.

What happened

Miss S contacted QIC to make a claim for storm damage to her roof. QIC arranged for a surveyor to visit, who decided that the storm was the main cause of the damage. The surveyor offered Miss S a cash settlement for the damage. However, Miss S didn't want to accept the amount offered, as she didn't know whether it was enough to cover the cost of her paying someone to do the work.

A few months later, QIC's in-house team reviewed the claim and declined it. When Miss S complained, QIC said although there were storm conditions, it wasn't the direct cause of the damage. It said the underlying cause for the hip tiles dislodging was that the bedding mortar had broken down over time. The roof tiles had started to lift due to the fixing methods and wind directions regularly imposed on the roof. The conservatory roof wasn't covered because Miss S didn't have additional accidental damage cover.

When Miss S complained to this service, our investigator upheld it. He said it was fair to rely on the first surveyor's findings because he had seen the damage. QIC was only reviewing it based on the photos. However, he said it was fair for QIC to settle the claim based on the cash settlement offered by the surveyor, as the quotes Miss S had provided were for more than the damage caused by the storm, so included betterment. He also said QIC should pay £150 compensation because of the delays during the claim.

As QIC didn't agree, the complaint was referred to me.

I issued my provisional decision on 11 October 2022. In my provisional decision, I explained the reasons why I was planning to uphold the complaint in part. I said:

When we look at a storm claim complaint, there are three main issues we consider:

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

We're only likely to uphold a complaint where the answer to all three questions is yes.

I've looked at weather reports from around the time of the damage and these showed windspeeds of up to 75mph, which are hurricane force winds. A storm could also cause damage to a roof, such as dislodging tiles. So, I think the answer to the first two questions is yes.

So, I've thought about the main cause of the damage. Looking at the surveyor's report, this found a storm to be the cause of the damage and said there weren't any pre-existing or on-going building defects.

When QIC's in-house surveyors reviewed the claim, they identified issues with the roof. For the hip tiles, they said the mortar had broken down due to "the cyclical exposure to the elements and the resulting freeze/ thaw effect". QIC also told this service that a further review identified that "nothing has been ripped from the roof. If this was the case, we would expect the mortar to leave the roof and remain attached to the tile, which is not the case here". I've also looked at the surveyor's report, which said "hip tiles have detached from the rear left hand hip, and impacted with a single twinwall polycarbonate roof sheet to the conservatory". The report doesn't make any comment on the condition of the mortar, but I can see in the photos that the mortar has remained attached to the roof.

QIC also said the damage to the roof tiles wasn't the result of the storm. It said:

"the fibre cement roof slates are starting to lift in places due to the fixing methods used and wind directions imposed on the roof on a regular basis. This is a common design/maintenance issue with roofing styles and systems and creates an effect called chattering."

QIC also told this service that online images of the roof from 2020, about 18 months before the storm, showed there were already slipped tiles at that time. I've looked at the online images. These only show the front view of the house. However, they seem to show some lifted tiles, including in the same places where the tiles appear to be lifted in the surveyor's photos. So, I think this indicated there were pre-existing issues with the roof. The policy didn't provide cover for gradual damage or wear and tear. So, I currently think it's fair for QIC to decline the claim on the basis that the damage to the roof was due to pre-existing issues, which were highlighted by the storm.

So, this also means I currently think it was reasonable for QIC to decline the claim for the conservatory roof as, according to the surveyor, this was caused by a falling hip tile, which wasn't storm damage. Miss S didn't have additional accidental damage cover under the policy and there wasn't any other relevant cover under the policy.

However, I'm also aware Miss S was originally told the claim was covered and she was offered a cash settlement on that basis. It was only a few months later that Miss S was told the claim wouldn't be covered. So, I think there is a clear loss of expectation here. However, I haven't currently seen anything that shows QIC acknowledged this, including through paying some compensation. So, unless I see evidence that shows QIC has already appropriately addressed this issue, I currently intend to say that QIC should pay Miss S £150 compensation because of the change to the decision about the claim being covered and the amount of time it took to tell Miss S this.

I asked both parties to send me any more information or evidence they wanted me to look at by 8 November 2022.

QIC replied and agreed with my decision. It said it would make arrangements to pay the compensation.

Miss S didn't agree with my decision. She said it left her out of pocket with only the potential of £150 compensation. She said the surveyor had offered her £2,500, which she had declined. The surveyor and our investigator had also both agreed on the wind speed and the damage, but this had now been overturned again.

Miss S said she was unaware of the 2020 photo evidence but the ridge tiles were in place prior to the storm and the damage to the rear roof and the conservatory were caused by those tiles coming off during the storm. It was also Miss S's understanding that the front tiles had subsequently lifted during the winds. After the ridge tiles had come off, she inspected the rest of the roof and noticed the front tiles had lifted, which she presumed was from the same storm.

Miss S said that at no point had she been offered compensation. She said if there was any way to reconsider the outcome she would appreciate it as £150 for inconvenience wasn't enough. She said she had suffered a huge amount of stress and anxiety over many months.

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 this complaint in part and for the reasons given in my provisional decision. I've read Miss S's response to my provisional decision and, although I'm aware this will be a disappointment to her, this doesn't change my view on how this complaint should be resolved.

It isn't in dispute that there were storm force windspeeds around the time of the damage. Damage happening during a storm doesn't always mean it was the main cause of the damage. Storms can also highlight pre-existing issues which, from what I've seen in this case, seems to be what happened here. Where that is the case an insurer can apply an exclusion for things like wear and tear or poor workmanship that means it doesn't need to settle the claim, which is what QIC did. Having considered all the evidence, I think that was reasonable in the circumstances.

I've also thought about the compensation, including Miss S explaining the stress and anxiety she has suffered. In the circumstances, I remain of the view that £150 is an appropriate amount of compensation to reflect the impact on Miss S for the loss of expectation caused by QIC accepting and then declining the claim.

Putting things right

QIC should pay Miss S £150 compensation.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld in part. I require QIC Europe Ltd to pay Miss S a total of £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 7 December 2022.

Louise O'Sullivan
Ombudsman