

The complaint

Mr and Mrs S have complained that QIC Europe Limited ('QIC') declined a claim for storm damage under their home insurance policy.

What happened

Mr and Mrs S took out their home insurance policy with QIC in January 2022. The following day, their garage roof was torn off during a storm and Mr S reported the damage to QIC. It declined the claim as it had been made within the first 7 days of cover. Mr and Mrs S contacted QIC after they'd arranged to replace the roof in March 2022 and submitted photographs of the original damage. Following a review, QIC declined the claim.

Mr and Mrs S were unhappy about the outcome of their complaint to QIC and made a complaint to this service. Our investigator upheld Mr and Mrs S' complaint. She reached the view that the damage had been caused by the relevant storm event. She concluded that QIC should reimburse Mr and Mrs S for the repairs at a cost of just over £2,200. She also awarded compensation of £100 as QIC had initially provided incorrect information.

As QIC is unhappy with the outcome of Mr and Mrs S's complaint, the matter has been referred to me to make a decision in my role as Ombudsman.

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.

The main issue for me to consider here is whether QIC applied the terms and conditions of the policy and generally treated Mr and Mrs S in a fair and reasonable manner. I don't consider that it did, and I'll explain why.

My starting point in the policy itself. I've noted that the terms and conditions of the policy covered Mr and Mrs S's buildings for loss and damage caused by storm. '*Buildings*' are defined as '*any permanent structures within the boundaries of your property.*' The definition of '*Storm*' includes '*a gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55 mph...*'

The policy terms also state '*You may carry out any temporary repairs that are necessary to reduce any further loss or damage, but do not carry out any permanent repairs without first getting our written permission.*'

Under '*General Exclusions*' and the heading '*Any gradual or maintenance-related loss or damage*', the definition includes '*any wear and tear...gradual deterioration (whether you were aware of it or not)...rusting or corrosion.*'

Mr and Mrs S couldn't understand why QIC had said that they weren't covered for the first 7 days of the policy. They were also unhappy that, once they'd arranged for the garage roof to

be replaced, QIC then declined their claim on the basis that it considered the damage to be due to wear and tear. They also stated that no surveyor had come to inspect anything.

QIC accepted that there was nothing to prevent Mr and Mrs S making a claim during the first 7 days of the policy and that *'this is not something that is stated in the policy wording'*. QIC considered that Mr and Mrs S had prejudiced its ability to fully validate the claim and to confirm the cause of damage by proceeding with work. It said that this was a breach of the policy and due to this, it had been required to assess the damage based on images provided by Mr and Mrs S. Based on the photographs however, it said its surveying team confirmed that there appeared to be ageing of the fixings and signs of deterioration. It said this supported a decision to decline the claim *'based on wear and tear, alongside potentially insecure fixing of the roof to the sides.'*

QIC said that it had been unable to send a surveyor to the property as the claim wasn't logged until after the work had been completed. It said that if it had instructed a surveyor to attend the property to review the damage before repairs were carried out, it considered that he'd say the claim couldn't be covered *'as the proximate cause of this damage is gradual deterioration of the fixings.'* It attached images which it said highlighted this clearly, including a rotten section of timber still attached to the metal roof. *'Due to the rotten condition of this timber and the timber to the remaining structure, the fixings have been easily removed from the timber during high winds.'*

I've considered all available evidence and the submissions of both parties. QIC now accepts that it incorrectly advised Mr and Mrs S in January 2022 that they couldn't make a claim as the event happened within 7 days of the start of the policy. I'm satisfied that due to this error, it didn't send a surveyor to review the damage. In view of the error, it's also understandable that Mr and Mrs S didn't go back to QIC to obtain permission to carry out repairs. In these circumstances, I can't say that it was unreasonable for Mr and Mrs S to progress work to replace their garage roof, particularly as they did what they could, by taking a number of photographs of the damage which had occurred.

I have noted that storm force gusts of up to 58 mph were present on the date on which Mr and Mrs S reported that their garage roof was torn off. QIC hasn't disputed the date of the incident or the fact that storm force winds had been present. The extent of the damage is also consistent with what might occur during storm force winds at the relevant location.

As to the main or dominant reason for the roof damage, it may be the case that the existing roof was not in the best condition. The photographs however don't clearly indicate the extent of any wear and tear. Where there may be more than one contributory cause of damage, I am required to reach a judgment about the main or dominant cause of damage. This judgment must be reached on the balance of probabilities. Having noted the fairly extreme force of the gusts on the relevant day, and the fact that the roof appears to have been torn off, I consider that the storm event was the most likely cause of damage in this instance.

In all the circumstances, I can't say that QIC treated Mr and Mrs S fairly and reasonably in declining their claim, firstly due to an error and secondly due to reliance on a policy exclusion for wear and tear. I also consider that the initial error will have caused distress and inconvenience to Mr and Mrs S as they were left to try to resolve the storm damage without their insurer's support.

My final decision

For the reasons given above, I uphold Mr and Mrs S's complaint against QIC Europe Ltd and require it to do the following: -

- to pay Mr and Mrs S £2,204.40 less any excess amount, within 28 days of their acceptance of this Final Decision.

- to pay interest on the cost of repairs calculated from the date Mr and Mrs S paid this amount to the date of settlement, at 8% a year simple interest*

*If QIC considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs S how much it's taken off. It should also give Mr and Mrs S a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

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

Claire Jones
Ombudsman