

## **The complaint**

Mr and Mrs J complain that QIC Europe Ltd partly declined a claim they made on their buildings insurance policy.

Reference to QIC includes its agents

## **What happened**

Mr and Mrs J hold a buildings insurance policy with QIC. Following an alleged storm, their property was damaged, so, they put in a claim with QIC.

QIC declined part of the claim. It said the roof tiles fell off because of poor workmanship, not because of the storm, so it wasn't covered by the policy. And it said because of this, the damage caused by the falling tiles was also not covered by the policy.

Mr and Mrs J were unhappy with this and complained to QIC. QIC didn't change its stance so Mr and Mrs J brought their complaint to us.

One of our investigators recommended it be upheld. They thought the surveyor who visited Mr and Mrs J's property was more persuasive than the one who assessed the claim afterward. So, they recommended QIC pay Mr and Mrs J's full claim.

QIC disagreed and asked for an ombudsman's decision.

## **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'm upholding it. I'll explain why:

- Mr and Mrs J's policy with QIC covers them for damage caused by a storm. It doesn't cover them for damage caused by poor workmanship.
- We have an established approach to storm damage cases. This approach requires me to ask three questions.
  - Did storm conditions occur on or around the date the damage was said to have happened?
  - Is the damage being claimed for consistent with damage caused by a storm?
  - Were the storm conditions the main cause of the damage?
- The first two questions are not in dispute here. QIC acknowledges there was a storm which met the definition of the policy. And it acknowledges the damage is consistent with damage usually caused by a storm.

- The third point is the one that remains in dispute. QIC doesn't think the main cause of the damage was the storm. It says the main cause of the damage is the lack of mortar of fixings underneath the ridge tiles, which it determines poor workmanship – and so says there's no cover under the policy.
- The attending surveyor makes no mention of lack of mortar of fixings, or of any poor workmanship. This report – including the photos - was reviewed by QIC's in-house surveyor who thought the lack of mortar under the tiles, and evidence of moss in places pointed to poor workmanship. And a third surveyor mentions that current building regulations require mortar or fixings due to the property's location.
- At this stage in the claim, the burden of proof lies with QIC. Mr and Mrs J have passed their burden, the damage is consistent with that caused by a storm, and it's widely acknowledged a storm occurred. If QIC don't wish to pay the claim, it is for it to evidence why.
- And here, I'm not fully persuaded it has done that. There are conflicting reports from the field surveyor and the in-house surveyor. And as the field surveyor attended, I'm more persuaded by their report. I don't find the third surveyor's report conclusive on the cause of the damage. The third surveyor mentions current building regulations but doesn't mention the regulation at the time this property was built. And while it says QIC could question the lack of mortar and conclude incorrect construction caused the failure, I don't find this statement decisive either way, especially considering the lack of clarity about which building regulations applied at the time.
- I think for QIC to fairly decline this claim, it needs to be able to show Mr and Mrs J's property wasn't built to the correct standard – it would then be reasonable to deem the roofing as poor workmanship in the circumstances. But I don't think it's done enough to show this.
- I think on balance, the storm was the main cause of the damage, and so it follows that QIC should pay for the damage to the roof, and the consequential damage caused by the falling tiles.

### **My final decision**

For the reasons set out above, I uphold this complaint and require QIC Europe Limited to:

- Pay Mr and Mrs J's claim for the damage to the roof and the consequential damage caused by the falling tiles in line with the remaining terms and limits of the policy because I consider this damage most likely to have been caused by the same event – the widely acknowledged storm. Any payment should include 8% simple interest from the date Mr and Mrs J paid for the works to be completed up to the point QIC pay them.

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 18 November 2022.

Joe Thornley  
**Ombudsman**