

The complaint

Mr and Mrs W complain about QIC Europe Limited (QIC) who declined their claim under their home insurance policy.

What happened

Following a named storm, Mr and Mrs W contacted QIC as there was damage to their roof. Prior to the surveyor's arrival, they carried out a temporary repair to the roof. QIC sent out a surveyor to assess the damage. Whilst at the property the surveyor initially told Mr and Mrs W that the claim would be accepted and offered £800 as a cash settlement. This was queried by Mr and Mrs W, as they had received quotes of around £2,000. The surveyor increased the offer to just over £1,200.

Later, QIC's in-house surveyors, after reviewing the images taken of the damage, declined the claim; stating that although there were storm conditions present at the time, the damage to the roof was as a result of wear and tear. And under the policy this wasn't covered.

Mr and Mrs W complained to QIC about the declined claim and the poor customer service that they had experienced. In that the surveyor who attended, initially told them that the claim would be covered. They had to chase QIC for updates and it failed to call back when it said it would.

In its final response, QIC, maintained its position that the damage to the roof was due to wear and tear and not due to the storm. So, it said that the reason to decline the claim had been correct.

It did accept that there had been some poor customer service issues and for this it apologised and offered Mr and Mrs W, £50 compensation for the trouble and upset caused.

Mr and Mrs W were given their referral rights and referred a complaint to our service. One of our investigators considered the complaint and thought it should be upheld. He said that the surveyor who attended said that there wasn't any pre-existing damage to the roof before the storm. That the parties accepted that there had been a storm. And that there wasn't enough evidence to show that the ridge tiles which had fallen following the storm had done so because of a gradual deterioration, in line with the policy exclusion. He recommended that QIC accept the claim and pay Mr and Mrs W a cash offer as recommended by the field surveyor. And increase its offer of compensation to £150.

Mr and Mrs W accepted the view, QIC did not. It requested a decision from an 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.

Having done so, I will uphold this complaint. And I hope my findings go some way in explaining why I've reached this decision.

The main issue of this complaint is whether QIC fairly declined the claim, under the policy exclusion of wear and tear.

Our approach when assessing complaints where storms are said to be the cause of the damage, is that we take into consideration three questions, when determining whether an event can be classed as a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any of the answers to the above questions are no, then an insurer can reasonably decline a claim.

Both parties agree that there were storm conditions around the time of the event. So, the first answer to the first question is yes. And this leads to question two, is the damage claimed, consistent with damage a storm typically causes.

QIC said that its in-house surveyors reviewed the images that had been taken by the field surveyor and deemed that the damage to Mr and Mrs W's roof, was due to wear and tear: *'the mortar holding the ridge tiles in place had deteriorated and this is evident from the images which show that the mortar is missing. The winds have highlighted this and has removed the ridge tiles'*.

I have reviewed the report from the field surveyor who was the expert who physically inspected the damage and I note from his report that he found that there was no: *'pre-existing or ongoing external building defect or issues that are not peril related'*. More importantly the surveyor concluded that the *'cause of damage'* was a *'storm'*.

QIC also said that from the images, its in-house surveyor could see that: *'the mortar holding the ridge tiles in place has deteriorated and this is evident from images which show that the mortar is missing. The winds have highlighted this and has removed the ridge tiles'*. In other words, QIC has concluded (based on the in-house surveyor's comments) that the mortar had de-bonded and the storm highlighted this and removed the tiles.

I have carefully considered these comments and also reviewed the images. But I'm not persuaded by QIC's assessment and I will explain why.

First, the images show that only a few tiles are missing, if as QIC has argued there was deterioration to the mortar, I think it would be more likely than not, that more than a few tiles would've been dislodged at the same time.

Second, QIC has provided no evidence to show that the other tiles wouldn't have been laid at the same time (as the ones that were blown off the roof) nor has it shown that a different material was used to secure them. So, I think it's reasonable to assume that more tiles would've become dislodged had the mortar gradually deteriorated. Consequently (in the absence of any evidence to the contrary) I'm satisfied that there hadn't been wear and tear and the damage was due to the storm.

Finally, having reviewed the field surveyor's report, (who was present on-site and I think better placed to give an assessment of the damage) it concluded that the cause of the dislodged tiles was due to a storm (high winds). In addition, that there was no pre-existing or on-going external building defects or issues that weren't peril related. And that the claim was covered under the policy terms.

In the circumstances, I'm persuaded and give more weight to the field surveyor's conclusions who attended and inspected the property, over the comments of the in-house surveyor, who only reviewed images. Consequently, I think it is fair and reasonable for QIC to settle the claim in line with the offer made by the field surveyor.

I understand that Mr and Mrs W are seeking a sum of around £2,000 and have already paid for the repairs to the roof. But I note what the field surveyor had said in his report and explained to Mr and Mrs W, that the insurers would only look to replace the tiles that were damaged/missing. And I think it would be fair and reasonable for the cash settlement to be limited to £1,214.36 as per the field surveyor's recommendation, less any applicable excess.

I have next considered QIC's offer of £50 compensation for the poor customer service, it accepted Mr and Mrs W experienced. Mr and Mrs W explained that they had to chase QIC for updates, QIC failed to call them back and they were initially given the expectation that the claim had been accepted. So, I think that QIC should recognise the impact of this on them. And in the circumstances, I think it's fair and reasonable for QIC to increase the level of compensation it offered, to a total of £150, for the trouble and upset caused.

Putting things right

I think it's fair that QIC Europe Limited put matters right, as I direct below.

My final decision

For the reasons given, I uphold Mr and Mrs W's complaint.

To put matters right, QIC Europe Limited to:

Pay Mr and Mrs W £1,214.36 (less any applicable excess).

Pay Mr and Mrs W a total of £150 compensation for the trouble and upset caused.

QIC Europe Limited must pay the above amounts within 28 days of the date on which we tell it Mr and Mrs W accept my final decision. If it pays later than this, it must also pay interest at 8% a year simple on the above amounts, from the date Mr and Mrs W paid for the repairs to the date of settlement to reflect that they've been deprived of these funds.

If QIC Europe Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs W how much it's taken off. It should also give Mr and Mrs W 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 Mr and Mrs W to accept or reject my decision before 21 November 2022.

Ayisha Savage
Ombudsman