

## **The complaint**

Ms J complains about QIC Europe Limited (QIC) who declined her claim under her home insurance policy.

## **What happened**

Following a named storm, Ms J contact QIC to make a claim for damage to her roof. In order to protect her property, a temporary protection was erected. QIC sent a surveyor to assess the damage. Following his assessment and report, he concluded that the roof had reached the end of its life span and declined cover on the basis of wear and tear. And that the storm had merely highlighted the issues of the roof and wasn't the cause of the damage to the roof.

Ms J complained to QIC. She said that the surveyor failed to carry out a comprehensive assessment of the roof and wouldn't go up to inspect the roof (even though there was scaffolding erected and a ladder that meant that it was safe to closely inspect the roof). Instead the surveyor had asked the roof contractor to take photos. She felt that there was no basis on which the surveyor, from his limited inspection of the roof could've determined that on the date of the storm damage that the roof was at the end of its life span.

Ms J also believed that QIC poorly handled the claim as there were avoidable delays. She said that QIC had all the evidence it needed to make a decision but delayed making a decision until around six weeks after the surveyor had attended, before it sent out a letter to decline the claim.

In its final response, QIC accepted that there had been storm conditions present. But relied upon the surveyor's report and images that concluded that parts of the roof were rotted, and the roof had come to the end of its lifespan. It also relied on the exclusion clauses within the policy and considered if there were any other terms within the policy, that could be applied. It concluded that there were no other conditions within the policy. So, it maintained that the claim would be declined.

Ms J was given her referral rights and referred her complaint to our service. One of our investigators considered the complaint. She thought that QIC had fairly declined the claim regarding the external damage to the roof on the basis of wear and tear. But she felt that QIC had been unreasonable to decline the internal damage caused as a result of the storm. She said that as QIC had accepted that the internal damage was caused by a storm and that there was no evidence of any other cause of the damage, QIC ought to reconsider the internal damage under the policy terms and conditions and also pay Ms J £100 for the delays caused in dealing with the claim.

Ms J didn't accept the view. She said that the surveyor didn't carry out a thorough examination of the roof, due to his failure to inspect it. The surveyor didn't take any photos of the roof, Ms J's contractor supplied those to him. She felt that the roof wasn't in a poor condition before the storm and provided evidence to show that the flat roof part had been constructed in 2015. And at the time the roof was inspected, and some minor repairs were carried out. So, she asked for a decision from an ombudsman.

QIC also didn't accept the view. It said that as the damage to the flat roof wasn't due to a storm, then the internal water couldn't be covered, as it was a direct cause of the damage to the roof. It did accept there were storm conditions. But as Ms J didn't have accidental damage cover, the damage couldn't be considered under the policy. It also asked for 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 partially uphold this complaint. But for much the same reason as our investigator, and I hope my findings go some way in explaining why I've reached this decision.

The main issues of this complaint are whether QIC fairly declined the part of the claim that dealt with the flat roof, for the reason of wear and tear. And whether QIC were reasonable to decline to cover the internal damage.

Dealing with the flat roof, our approach when assessing complaints where storms are said to be the cause of the damage, 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 appear to 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.

As we are not experts in what damage could be caused to the roof during a storm, we would look at the reports from experts. Ms J was asked whether she wanted to provide me with any further evidence, which could've included any evidence from an expert that supported her position. But nothing further was received. So, the only expert evidence that I have, comes from the surveyor who attended, on QIC's instruction to assess the damage.

The report found that there had been gradual deterioration to the edge of the flat roof and noted that there was poor workmanship evident on the roof. It said that the flat roof felt had come off and was in the garden. And that the roof had detached from the decking. There were also photos taken of the roof and what I've seen was that the edge of the roof was rotten, and pieces of the rotten wood were missing. The surveyor explained that in his opinion the roof had come to the end of its life span. He concluded that the dominant cause of damage to the roof, was due to wear and tear as well as poor workmanship. As wear and tear and poor workmanship are specifically excluded from cover, and in the absence of any contrary expert evidence from Ms J, I can't agree that QIC were unreasonable to rely on the surveyor's findings and decline this part of the claim.

I have next looked at the internal damage. Both parties agree that there was water ingress, cracks in the ceiling, as well as staining on the ceiling and walls. And that the affected areas would require redecoration. Having reviewed the surveyor's report I note that he concludes that there wasn't any pre-existing or ongoing internal defects or issues that weren't peril related. So, I think that QIC has accepted that the internal damage was due to the storm. But it said that as Ms J didn't have cover for accidental damage on her policy, it couldn't cover the cost of repairing the internal damage.

I've thought carefully about this. As there isn't any suggestion that water had been getting in over time, it seems that the damage was as a direct result of the storm. Our approach is that where a roof is deemed to be damaged due to wear and tear and there hasn't been any previous issues (as confirmed by the surveyor), then the internal damage, provided that the cause was a storm, the insurer should cover the costs of the repairs.

As QIC accept there was a storm and as Ms J's policy covers for storm, and as the surveyor confirmed that there was no prior or on-going damage, then I'm satisfied that QIC ought to have covered the cost of the internal damage repairs. And I find that it unreasonably declined to cover those costs.

Given the delays that appear to have been avoidable. For instance, the delay in reporting the declined claim for Ms J and that Ms J had to chase QIC for updates. I do think that it should recognise the impact of this and the impact of unfairly declining the internal damage repair costs on Ms J. And in the circumstances, I think it's fair and reasonable for QIC to pay compensation of £200, for the trouble and upset caused.

### **Putting things right**

Whilst I understand that Ms J may be disappointed with this outcome, I do think that this is fair and reasonable outcome in the circumstances of this complaint. And I think that QIC Europe Limited should put matters right, as I direct below.

### **My final decision**

For the reasons given, I partially uphold Ms J's complaint.

To put matters right, QIC Europe Limited to:

Cover the repair costs of the internal damage caused by the storm.

Pay Ms J £200 compensation for the trouble and upset caused.

QIC Europe Limited must pay the amount within 28 days of the date on which we tell it Ms J accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

If QIC Europe Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Ms J how much it's taken off. It should also give Ms J a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or

reject my decision before 15 November 2022.

Ayisha Savage  
**Ombudsman**