

The complaint

Mr L complains about QIC Europe Ltd's (QIC) handling of a claim made under his buildings insurance policy.

Any references to QIC include its agents.

What happened

In February 2022 Mr L made a claim to QIC. He said the roof of his house had been damaged by a storm. QIC initially accepted Mr L's claim after a surveyor attended his property and offered him £900. The claim was later reassessed and declined, so Mr L complained.

In June 2022, QIC responded to Mr L's complaint. It said it stood by the decision to decline the claim. It said while storm conditions occurred at the time the damage appeared; it considered the mortar bonding the ridge tiles had deteriorated over time. QIC said the claim had rightly been declined because it considered the damage occurred gradually over time. It recognised Mr L would be unhappy with the claim initially being accepted and then declined, so offered £100 in respect of this.

Unhappy with QIC's response, Mr L referred his complaint to this service. It was considered by one of our investigators who said she thought report from the field surveyor was more persuasive than the in-house surveyors opinion. On that basis, she said the claim should be accepted. QIC didn't agree, so this matter has been passed to me.

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.

QIC accepts storm conditions occurred when Mr L said his home was damaged. On this basis, I've started by considering whether the damage to Mr L's home was consistent with storm damage, and if the storm conditions were the likely cause of the damage. Slipped and falling roof tiles are the usual type of damage a property can experience during storm conditions. I'm satisfied here the damage Mr L claimed for is consistent with the kind of damage that can be caused by storm conditions.

The only point to decide if the storm was the likely cause of the damage. I've considered the report from the surveyor who attended the property. They inspected the damage using a pole camera. Having done so, they concluded the roof was in a good condition. They also said the ridge tiles were in a good condition with "*no underlying issues*". They considered the damage was consistent with storm conditions.

I've considered the notes from the in-house surveyor. These stated the claim shouldn't have been covered due to what they believed to be the gradual deterioration to the mortar bedding, causing the ridge tiles to de-bond. This conclusion was reached by the surveyor

assessing the photographs obtained by the pole camera. QIC later said the photographs showed no mortar under the roof tiles.

I've seen the photographs, and these show some mortar where the ridge tiles should have been before the storm. There's no reference in the field surveyors' report as to whether they were able to inspect any of the fallen tiles. But on balance, here I find the report from the field surveyor who attended the property to be more persuasive than that of someone who carried out an assessment by reviewing photographs. I say this for a couple of reasons. Firstly, it's a reasonable assumption QIC considered the field surveyor competent and appropriately qualified, on the basis they appointed them to assess claims on their behalf. I've considered the field surveyor was also able to inspect the roof on site, and concluded it was in a good condition. Whereas the in-house surveyor only considered the select photographs of specific sections of the roof taken by the field surveyor and hasn't provided any further evidence to support their comments about the condition of the roof.

On balance, I find myself more convinced by the conclusion set out by the field surveyor that the roof was in a good condition. Therefore, as storm conditions occurred at the time of the damage (which is consistent with what you might expect to see in a storm), I consider it is more likely than not that the storm conditions were the cause of the damage. It follows, I don't consider QIC acted fairly in declining Mr L's claim.

Mr L has told us that, given how much time has passed since the roof was damaged, he's had this repaired. Given my conclusion QIC acted unfairly when it declined the claim, I consider QIC should reimburse Mr L for the amount he paid for these repairs, along with simple interest at 8% if he is able to produce an invoice.

I also note there will have been some inconvenience and worry caused to Mr L by QIC when they changed their mind about settling the claim. He's said how worried he was about the possibility of his roof remaining in a state of disrepair. I consider the payment of £100 is sufficient in terms of appropriately compensating him for this. If QIC has already paid this to Mr L, it doesn't need to pay anything further in respect of the distress and inconvenience experienced.

My final decision

I uphold this complaint. I require QIC Europe Ltd to do the following:

- Upon production of an invoice, reimburse Mr L the cost he incurred in having the repairs carried out. Interest* should be added at the rate of 8% simple per annum from the date this would have been paid by the insurer to the date of settlement.
- Pay £100 for the distress and inconvenience experienced.

*If QIC Europe Limited considers that it's required by HM Revenue & Customs to deduct income tax from any interest paid, it should tell Mr L how much it's taken off. If requested, QIC should also provide Mr L with a certificate showing the amount deducted, so he can reclaim it from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 3 January 2023.

Emma Hawkins
Ombudsman