

The complaint

Mr and Mrs B complain about QIC Europe Ltd have unfairly declined their Buildings Insurance claim.

All references to QIC also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- It's not in dispute storm conditions were present around the time the damage occurred. Wind speeds of up to 70mph were recorded– which is strong enough to cause the damage reported. So, I've considered whether I'm persuaded the storm conditions were the dominant cause of the damage.
- QIC said it was unable to inspect a damaged area of the roof as it was covered by tarpaulin, and Mr and Mrs B weren't present. However, it was able to inspect the remainder of the roof.
- In its report, QIC noted there were no signs of serious damage but commented the fixings and condition of other areas of the roof were poor. Based on this it concluded the covered area was of a similar age and condition – meaning the damage had likely occurred due to age related wear and tear. Which is excluded from cover under the policy.
- While QIC have provided photos of various sections of the roof and other dormers, I've only seen photos of the damaged part of the roof, covered by tarpaulin, provided by Mr and Mrs B. QIC have since commented the fixings on this area had failed, meaning it was susceptible to high winds.
- From reviewing these photos I'm not persuaded the fixings are showing signs of wear and tear as QIC has said. The general condition of the felt in the damaged area appears to be in better condition than other areas of the roof highlighted in QIC's report. And I think it's more likely than not if the fixings had failed as QIC have said, more damage would have presented itself in the other areas of the roof. But as QIC has said itself – it hasn't. So, I'm more persuaded the damage has occurred in the way Mr and Mrs B have said.
- Mr and Mrs B have requested QIC pay them compensation for the time it has taken to bring and administer their complaint. I understand doing so has added to Mr and Mrs B's frustrations, but this is one of life's inconveniences, and the matter of complaint handling itself isn't something that falls within the remit of this service. So, I make no award here.

So, for these reasons, I uphold this complaint.

Putting things right

Mr and Mrs B have had work carried out to rectify the damage. On production of sufficient evidence, such as invoices, QIC should reimburse these costs (minus any outstanding excesses). QIC should also add 8% simple interest to this from the date the costs were paid, to the date it makes payment to Mr and Mrs B.

My final decision

My final decision is that I uphold Mr and Mrs B's complaint.

To put things right, I direct QIC Europe Ltd to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 29 December 2022.

Michael Baronti
Ombudsman