

The complaint

Mr H has complained that QIC Europe Ltd (QIC) unfairly declined a claim for storm damage under a home insurance policy.

What happened

Mr H found a range of damage to his home following a storm. So, he contacted QIC to make a claim. QIC sent a surveyor who assessed the damage and told Mr H the claim had been accepted.

QIC then assessed the claim and declined it all. It said the ridge tile had clearly de-bonded from the mortar bedding. As there was no damage covered for the main property, this meant there was no cover for the gate and fence. When Mr H complained, QIC maintained its decision to decline the claim. However, it offered £150 compensation because of the delays in assessing the claim.

Mr H complained to this service. Our investigator upheld the complaint. He said there wasn't sufficient evidence to show the ridge tile had de-bonded prior to the storm and that it was unfair to apply the wear and tear exclusion. He said QIC should reconsider this part of the claim. If this meant there was storm damage to the main property, based on the policy wording, the damage to the fence and gate should also be reconsidered. He said QIC should also pay an additional £150 compensation.

As QIC didn't agree, the complaint was referred 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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

QIC doesn't dispute there were storm conditions around the date of the damage. I've also checked the windspeeds and these were as high as 70mph around the time of the damage, which would be considered storm conditions. I also think a storm could dislodge ridge tiles and damage items such as fence panels and gates.

So, I've thought about the third question. The surveyor's report said there was cover under the policy and:

"i inspected the roof and noted a decorative clay ridge tile had been removed which broke a lower roof ridge tile, one can be refitted but one is required to be replaced with the aid of a scaffold tower. the rear block wall render has unbonded and fallen, the debris shows moss growing on the edges showing it was cracked prior to the wind. the front timber fencing has fallen to a length of 40m and requires replacing, due to some panels being salvageable i have scoped for half. metal framed drive way gates require new hardwood boards and two coats of varnish. The gates are electric and are not working and arent fully open, a qualified engineer is required to inspect and report the expected costs., no costs added to scope."

QIC then reviewed the claim and declined it. When it responded to the complaint it quoted the surveyor's wording about the wall render and said due to the gradual deterioration and cracking, this element of the claim was declined. It then explained that an in-house review had taken place and *"Our in-house Surveyor has agreed with the comments from the Field Surveyor and additionally advised that "the ridge tile had clearly de-bonded from the mortar bedding and the wind had highlighted this which has led to the tile being knocked off the roof"*.

When our investigator asked QIC to explain which photos it had relied on to assess the ridge tiles, it sent two photos. I asked QIC to highlight where the mortar had de-bonded. It then sent a different photo, which it had annotated with the words *"Missing mortar to ridge joints. Evident by vegetative growth where mortar would have been"* and added two arrows pointing to either end of the ridge tile.

I've thought about this. QIC declined the claim because of missing mortar bedding. QIC has provided a photo highlighting the ridge joints. The ridge tile that came off the roof was the end tile, so while one end would have been next to another ridge tile, the other end wouldn't have been. So, it isn't clear to me why QIC would have expected there to be mortar present at that end or why any *"vegetative growth"* wasn't just evidence of exposure to the elements for an end ridge tile. QIC hasn't provided any evidence showing the underside of the ridge tile or highlighted issues with how the underside adhered to the roof.

Looking at the evidence provided, I'm not satisfied this is sufficient to show evidence of significant mortar deterioration to the ridge tiles or that wear and tear was the cause of the damage. So, I think QIC should reassess the claim without relying on that exclusion.

I've also thought about the other elements of the claim. Some render came off a garden wall. Looking at the surveyor's report and the photos, I think it was reasonable that this part of the claim was declined. So, I don't think QIC needs to do anything further in relation to the wall.

There was also damage to fences and an electric gate. QIC didn't consider this because of the policy wording. This said that storm damage to gates and fences would only be covered where the policyholder's home had been damaged at the same time and by the same cause. So, when QIC re-assesses the claim for the ridge tiles, if that part of the claim now proceeds, QIC needs to consider the claim for the fences and electric gate. I'm aware the surveyor said a specialist engineer would need to assess the gate, which I think was fair in the circumstances.

I've also thought about compensation. QIC offered £150 compensation for the delays in considering the claim and that Mr H was initially told the claim would be covered. I think a total of £300 compensation would more fairly reflect the distress and inconvenience caused to Mr H by the overall handling of this claim, including the delays, the loss of expectation that his claim would be covered and that it QIC hasn't shown that it fairly declined the claim.

Putting things right

QIC should reconsider the claim for the ridge tiles without applying the exclusion for wear and tear. If it accepts that part of the claim, QIC should then consider the claim for the fence and electric gate. It should also pay a total of £300 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require QIC Europe Ltd to:

- Reconsider the claim for the ridge tiles without applying the exclusion for wear and tear.
- If the ridge tiles are covered, consider the claim for the fence and electric gate, including Mr H's repair costs.
- Pay Mr H a total of £300 compensation, which includes the £150 previously offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 November 2022.

Louise O'Sullivan
Ombudsman