

The complaint

Mr and Mrs D complain that QIC Europe Limited (QIC) declined their claim for storm damage under their home insurance. The policy was in joint names but, for ease of reading and because she brought the complaint, I'll refer only to Mrs D throughout my decision.

What happened

During a named storm, roof tiles came off Mrs D's home and part of the lead roofing tore. Her garden fences also came down. She appointed a local roofer to repair the damage so that the water ingress wouldn't get worse and cause further damage. Mrs D took photos of the roof.

Mrs D claimed under her buildings insurance policy. QIC appointed a contractor to inspect the roof, who concluded that the tiles showed evidence of previous repairs, along with wear and tear. QIC declined Mrs D's claim, explaining that if it hadn't been for the existing wear and tear, the storm wouldn't have caused the damage.

Mrs D complained to QIC. She said she'd maintained her roof over the years which was why there was evidence of repairs. But Mrs D was particularly unhappy that QIC referred to online evidence which showed her roof in a worn condition before she even owned the house.

Nevertheless, QIC remained of the view that the damage was caused mainly because of wear and tear, and it declined the claim. So, Mrs D brought her complaint to our service.

To begin with, our investigator didn't think QIC had treated Mrs D fairly because it hadn't explained what wear and tear was evident. She recommended that QIC settle the claim, including the fences, at its own contractor's costs, and pay £100 compensation for the failure to handle the claim appropriately.

QIC didn't agree. It said all the evidence pointed to the roof showing signs of wear and tear. And, because Mrs D had the work done before it could inspect the roof, QIC said it couldn't validate the claim.

On further review, our investigator still thought QIC hadn't treated Mrs D fairly, but she said QIC should reconsider the claim and pay £100 compensation.

QIC remained unhappy, so the complaint was passed to me to decide.

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've decided to uphold Mrs D's complaint. However, I won't be asking QIC to settle the claim and I'll explain why.

As this claim is for storm damage, I've considered three questions:

- Was there a storm?
- Was the damage typical of that caused by a storm?
- Was the damage caused wholly or mainly by the storm?

There's no dispute that there was a storm, and there doesn't seem to be any dispute that broken roof tiles is typical damage caused by a storm.

So, I'll concentrate on the third question:

Was the damage caused wholly or mainly by the storm?

Mrs D's roofer said the damage was caused by the storm. QIC declined the claim because it said the roof tiles slipped or broke mainly because of pre-existing wear and tear which was highlighted by the storm. I've looked at the Field Surveyor's report and agree that's what is documented. It's also the reason QIC gave in its final response to Mrs D's complaint.

However, my concern is that QIC hasn't adequately described the wear and tear or explained why that would've been the more likely cause of the damage than the storm. For it to rely on the storm condition of the policy, QIC would need to show that the claim is excluded.

QIC provided photos of the roof taken after Mrs D had the repairs done. I appreciate it may have been more difficult for QIC to determine the exact cause of the damage because Mrs D had the repair done immediately. But she didn't have the whole roof replaced, so I can't agree that QIC would've been unable to validate the claim.

Part of QIC's reason for declining the claim is because of the remaining evidence of wear and tear, along with historical images showing the same problems.

I've looked at the photos of the roof after the repairs, and the screenshots of online photos of the house. The best way I can think of to describe the roof tiles is higgledy-piggledy. But I'm not an expert in roofing, so it's not appropriate for me to try to reach an opinion on the condition of the roof.

My role is to decide whether QIC fairly declined the claim based on the evidence. But I find that, without commentary from an expert to explain what the photos show, I can't reasonably say whether it was fair.

I'm not aware that Mrs D is a roofing expert either, so I'd have expected QIC to give her a much clearer explanation of its decline, rather than just stating it was due to wear and tear and providing photos. It's unreasonable to expect her to draw her own conclusions about the wear and tear that QIC said was evident.

That said, it wouldn't be reasonable for me to ask QIC to settle the claim. That's because its reason for declining may well be fair and in line with the policy, but it would need to be much clearer about that.

So, to put things right, QIC should reconsider Mrs D's claim in line with the policy, and I'd expect it to provide a reasonable explanation for the decision it reaches on the claim. To be clear, I'm not asking QIC to accept, or settle, the claim.

Fence

As the fence damage is only covered under the policy if there was also damage to the house during the same incident, I can't ask QIC to settle that element of the claim in isolation. QIC should consider the fence damage alongside its consideration of the roof damage.

Compensation

Finally, our investigator thought QIC should pay Mrs D £100 compensation for the shortfalls in handling her claim. I can see why Mrs D would be frustrated at being told the claim was declined without proper explanation. Had QIC said exactly why it thought the roof was in poor condition, Mrs D may have accepted its position, or been better able to make an informed challenge to its decision. Therefore, I'm satisfied that QIC's handling of Mrs D's claim fell short of what she could reasonably have expected, and for that reason I'm requiring QIC to pay her £100 compensation.

In summary, QIC hasn't adequately explained why it declined Mrs D's claim, so I can't reasonably say it treated her fairly here.

My final decision

For the reasons given above, my final decision is that I uphold the complaint and QIC Europe Limited must:

- reconsider Mr and Mrs D's claim in line with the policy, and provide a reasonable explanation for the decision it reaches, and
- pay Mr and Mrs D £100 compensation for the failure to adequately explain the reasons for declining the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 1 December 2022.

Debra Vaughan
Ombudsman