

The complaint

Mr W is unhappy that QIC Europe Limited (QIC) partially declined his claim for storm damage under his buildings insurance.

What happened

Mr W claimed under his home insurance for damage to his roof caused by a storm. Hip tiles had fallen and damaged the roof below. QIC appointed a field surveyor to inspect the roof, who concluded that the storm caused the damage.

QIC's in-house surveyor assessed the field surveyor's report and photos and partially declined Mr W's claim. The in-house surveyor said because of the cyclical exposure to the elements, whereby moisture in the tile joints freezes and thaws, the mortar holding the tiles had broken down over time. The policy didn't provide cover for gradually occurring damage. However, QIC accepted the claim for the lower roof tiles under the accidental damage cover because they were broken when the upper tiles fell.

Mr W complained to QIC, but it issued a final response maintaining its decision to decline the claim for storm damage, while accepting the accidental damage element. So, Mr W brought his complaint to this service.

Our investigator upheld the complaint because she didn't think QIC had demonstrated that a policy exclusion applied. She said the field surveyor's report carried more weight than the in-house report, so she didn't think it was fair that QIC relied on the second report. Our investigator also said the mortar showed some signs of expected deterioration in other places where tiles hadn't slipped, so it wasn't reasonable to say only some slipped because of the breakdown of mortar. She pointed out that the mortar where the tiles had slipped was freshly exposed. To put matters right, our investigator recommended that QIC settle the claim in line with the policy.

QIC didn't agree. It said the remaining tiles would be expected to come away at some point because of the mortar deterioration, so the fact that some remained in place meant they had a stronger bond. Further, QIC didn't dispute that the mortar was freshly exposed, but it felt the storm simply highlighted the deterioration. QIC remained of the view that the hip tiles should not be included in the claim settlement.

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 Mr W's complaint and I'll explain why.

When considering a complaint about a storm damage claim, I ask three questions:

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

There's no dispute that the 70 mph winds on the day the tiles slipped met the definition of a storm. And tiles slipping from a roof is typical of the type of damage caused during a storm.

So, I'll focus on the final question – was the damage wholly or mainly caused by the storm?

For me, the overriding piece of evidence is the report prepared by the surveyor who visited Mr W's home and inspected the roof. The surveyor reported that:

Several of the rear hip tiles have been displaced. The adjoining mortar bedding is of sound condition. Several tiles on the main pitched roof have been damaged and two lower tiles to the extension roof also need replacing. ... We are able to confirm the storm peril as weather records confirm and have authorised the claim.

While I haven't disregarded the in-house surveyor's findings, I struggle to place more weight on conclusions drawn from photos rather than the conclusions of the surveyor who actually inspected the roof. QIC instructed both surveyors, so it's unlikely there's any bias with the first report.

Therefore, I find it unreasonable for QIC to rely on the second report to decline the claim.

To put matters right, QIC should settle the full claim, less the policy excess, in line with the terms and conditions of the policy.

My final decision

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

- settle Mr W's claim in full, less the policy excess, in line with the terms and conditions of the policy.

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

Debra Vaughan

Ombudsman