

The complaint

Mrs F is unhappy QIC Europe Ltd (QIC) has declined a storm damage claim made under her home insurance policy.

What happened

In January 2022 strong winds caused damage to Mrs F's flat roof and ridge tiles, so she made a claim to QIC, her home insurance provider. Mrs F also arranged for temporary repairs to make the roof watertight.

QIC inspected Mrs F's roof. They said there weren't storm conditions at the time. They also declined the flat roof damage as they said it was due to wear and tear, and gradual deterioration, which is excluded under Mrs F's policy. Whilst they didn't accept there was a storm, or by extension storm damage to the ridge tiles, they accepted these under the accidental damage cover part of Mrs F's policy, and offered a cash settlement in line with what they said it would've cost them to repair.

Mrs F was unhappy with QIC's position and approached this service.

Our investigator looked into things and upheld the complaint. She said, based on information Mrs F had obtained from the Met Office, that there was a named storm at the time and there was a weather warning in place for Mrs F's immediate area, so she was satisfied a storm had occurred. She also said the damage was consistent with a storm and QIC hadn't shown the exclusion it was relying on applied.

So, our investigator said QIC should accept the full claim and settle it in line with the remaining policy terms. She said that as Mrs F had needed to arrange repairs herself, the settlement should be at Mrs F rather than QIC's costs. And she said 8% simple interest should be added to the settlement.

QIC agreed with our investigators view of the weather and that a storm occurred so they no longer disputed this point. But QIC said the overall claim decision still stands due to wear and tear being the proximate cause of damage to the flat roof.

As an agreement couldn't be reached, the case 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.

When we consider complaints about storm damage claims, we take into account the following questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

QIC originally said there weren't storm conditions at the time of the damage. Our investigator took into account weather reports, and information Mrs F had obtained from the Met Office. Our investigator said to QIC that having considered all the information, she was of the view that there were storm conditions at the time. In response, QIC said they agreed with the investigators view of the weather and that there were storm conditions.

As this point is no longer in dispute, I don't need to decide whether there was or wasn't a storm.

And in relation to question two above, damage *could be* caused to a flat roof by a storm. So, this potentially satisfies point two.

But QIC has declined the flat roof claim on the basis they say the storm wasn't the main or dominant cause of damage. Instead, they say the dominant cause was wear and tear and gradual damage, which has been highlighted by the weather at the time.

Mrs F's policy excludes:

*"Any gradual or maintenance-related loss or damage
Loss or damage as a result of gradual causes including:*

- *wear and tear;*
- *fall in value over time;*
- *gradual deterioration (whether you were aware of it or not);*
- *exposure to sunlight or atmospheric conditions;*
- *normal settlement;*
- *warping or shrinkage;*
- *rusting or corrosion;*
- *wet or dry rot (regardless of the cause);*
- *fungus, mildew or mould;*
- *infestation (for example by vermin); and*
- *costs that arise from using or maintaining your buildings and contents normally."*

And the storm policy cover specifically excludes:

"anything that happens gradually."

I've considered the surveyor report and images provided by QIC. And having done so, I'm not persuaded QIC has shown the above exclusions apply here. The surveyor report is very brief and doesn't go into any detail about how the wear and tear and gradual damage conclusion has been reached, or why this is the case. A number of images have been provided, but in my view, they also don't demonstrate wear and tear and gradual damage is the main cause of damage either.

I note QIC's comments in response to the investigator assessment around how damage can *more generally* be caused to flat roofs *if* they are suffering wear and tear and gradual damage, but I don't think they've demonstrated this is what has happened here with Mrs F's flat roof. And I don't think the images support that conclusion either.

In addition, the roofer who carried out repairs to Mrs F's roof also confirmed both the remaining undamaged roof, and the part which was damaged and had come off, weren't in a state of disrepair.

With this in mind, I don't think QIC has acted fairly or reasonably by declining the claim based on the above exclusions as I don't think they've demonstrated they apply. Therefore, QIC needs to consider Mrs F's full storm damage claim in line with the remaining policy terms.

Mrs F has already had to have her roof repaired following the (incorrect in my view) claim declination. And at the same time, she has also had repairs carried out to the ridge tiles (which QIC accepted under accidental damage). As Mrs F has needed to arrange herself for *all* repairs to her roof to be completed as a result of the storm damage, QIC need to settle this at the costs Mrs F incurred in carrying out the storm damage repairs, rather than restricting settlement to its own costs if it had accepted the claim in full.

In line with our usual approach, QIC also need to add 8% simple interest to the settlement from the date Mrs F paid the invoice to the date of settlement.

My final decision

It's my final decision that I uphold this complaint and direct QIC Europe Ltd to:

- deal with Mrs F's full storm damage claim in line with the remaining policy terms
- settle the claim at the costs Mrs F incurred in having the storm damage repairs completed – rather than at the costs QIC would've incurred
- add 8% simple interest* to any cash settlement from the date of payment of the invoice by Mrs F to the date of settlement

* If QIC Europe Ltd considers that it's required by HM Revenue & Customs to deduct income tax from interest, it should tell Mrs F how much it's taken off. It should also give Mrs F a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 22 November 2022.

Callum Milne
Ombudsman