

The complaint

Ms M complains that QIC Europe Ltd (QIC) declined her claim for storm damage to her garage roof and garden fence, under her home buildings insurance policy.

What happened

In February 2022 Ms M says there was a storm that blew off part of her garage roof and also knocked over a fence panel. She contacted QIC and it asked for photos of the damage. She provided this information and a surveyor was subsequently sent to inspect. Ms M says that in the meantime she paid £65 for a local company to fix the fence panel.

Ms M says QIC subsequently declined her claim for both the fence and garage roof. She submitted a complaint. In its response QIC says although there were storm conditions at the time of the loss, this wasn't the underlying reason for the damage and wasn't covered by its policy. It also says the damage to the fence panel is excluded from cover as detailed in its policy terms.

Ms M thought this was unfair and referred her complaint to our service. Our investigator upheld her complaint. She says there is evidence of storm conditions at the time of the loss and didn't think QIC had reasonably shown that the garage roof damage shouldn't be covered. She agreed that the fence panel was excluded by the policy terms but thought QIC should cover the damage caused to the garage roof.

Ms M agreed with our investigator's findings, but QIC didn't respond. Because it didn't respond the complaint has been 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 have decided to uphold Ms M's complaint. Let me explain.

There are three questions we take into consideration when determining whether an event can be classed as a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any of the answers to the above questions are no then an insurer can generally, reasonably decline the claim.

Ms M's policy provides cover in the event of damage caused during a storm. QIC doesn't dispute that there were storm conditions at the time Ms M's loss occurred. So, I needn't consider this point further and can move on to the second question.

Ms M describes a garage roof panel blowing off in the storm condition winds. This was in addition to a fence panel that was knocked over. QIC doesn't think the damage was consistent with storm damage. Its notes refer to the storm having highlighted a pre-existing issue. In its complaint response it says it reviewed the evidence and noted the damaged roof panel is located in the middle of the roof. It doesn't think this could be lifted by the wind. It says this would occur to panels at the end of the roof and no other panels have been affected. QIC thinks the damaged panel may have had a pre-existing issue. It says the damage is more consistent with impact damage than storm damage.

I can see that QIC considered Ms M's claim under her accidental damage cover. It did this because of its view that the damage was caused by an impact. However, it says the definition of an accidental cause isn't met because the potential source of the impact damage isn't identifiable.

I've thought about what QIC has said in order to decline Ms M's claim. But I don't think it has reasonably shown that the damage wasn't caused by the storm conditions. The garage roof covering is made up of overlapping corrugated panels that are fixed to the garage structure. I acknowledge what QIC has said about the position of the damaged panel. But I don't think it's reasonably shown that storm force winds couldn't create the kind of force needed to lift and break the panel in question. In addition, I don't think because there is only one damaged panel, that this demonstrates damage wasn't caused by the storm strength winds, as QIC suggests. The remaining panels appear in good condition – which suggests pre-existing damage wasn't the cause, but the storm conditions were.

I'm not persuaded that impact damage has been shown to be the cause. From the photos I can see what appears to be the broken sections of roof panel still present toward the edge of the roof. It's not been shown that these broken sections have been examined to see if there is evidence of an impact. It also seems more likely that an impact would force the broken sections to fall inside the garage. It hasn't been shown that this is what happened here.

Having considered all the evidence, I think the damaged roof panel is consistent with the type of damage a storm typically causes. QIC has shown that at the time of the loss the storm force winds were gusting up to 66mph. So, I think it's more likely than not that it was the strength of the wind that caused the damage to Ms M's garage roof.

I've read Ms M's policy terms to understand what cover is in place in relation to her damaged fence. However, the terms under, "*Section 1 Buildings cover - Storm*" clearly state it doesn't cover loss or damage to fences. I think it's clear from this that the damaged fence panel isn't something QIC is required to pay for.

In summary, I don't think QIC treated Ms M fairly in declining her claim for storm damage to her garage roof. It should now cover this part of her claim in line with the policy terms. But I think QIC was fair to rely on its policy terms and decline to cover the damaged fence.

My final decision

My final decision is that I uphold this complaint. QIC Europe Ltd should:

- accept Ms M's claim for damage to her garage roof.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 15 December 2022.

Mike Waldron
Ombudsman