

The complaint

Mr N is unhappy that QIC Europe Ltd (QIC) has declined his claim for storm damage under his home insurance policy.

QIC use agents to administer the policy and to assess claims. Reference to QIC includes these agents.

What happened

In January 2022 Mr N's conservatory was damaged during a storm. He reported this to QIC and made a claim under the storm damage section of his home insurance policy.

QIC attended to make the property safe and instructed a specialist conservatory company to attend and provide a report. Their report concluded that the damage was storm related. They also said that brick work needed to be completed before they could replace the conservatory. QIC accepted the claim in March 2022.

QIC then instructed an independent field surveyor to attend the property and review the damage. He also concluded that the damage was a result of the storm and covered under the policy.

In April 2022 a contractor was instructed to carry out the brick work. They advised that some additional work was required and QIC's inhouse surveyor reviewed the work and agreed it. Mr N was told that a date would be arranged for the work to begin.

The claim was then reviewed by QIC's inhouse surveying team and in July 2022 its regional surveyor attended the property to assess the damage. He produced a report saying that in his opinion the damage was caused by poor workmanship rather than by the storm. He said that the main ring beam was not properly connected at the joints or the window frame. This allowed the ring beam to move in the storm which it should not have been able to do had it been properly secured.

In July 2022 Mr N was told that his claim was being declined as the damage was a result of poor workmanship rather than the storm and therefore excluded under the policy. Mr N complained to QIC. QIC reviewed the claim but did not change its opinion. It did, however, accept that Mr N was caused inconvenience by its change of decision and offered £200 compensation. Mr N believes the damage was caused by the storm and that he had also received poor service from QIC. He referred his complaint to this service.

Our investigator looked into the matter and concluded that there was not enough to say that the damage was caused by poor workmanship. She thought that the complaint should be upheld. She also thought that an additional £400 compensation for distress and inconvenience was fair due to QIC's delays in dealing with Mr N's claim and their poor customer service. QIC did not agree and asked for an ombudsman's decision.

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.

Not all damage a home sustains will be covered by home insurance. Only the damage caused by one of the one-off perils (or events) listed in the policy will be covered. If the damage can be shown to be caused by such an event, then the insurer must pay the claim unless it is able to rely on one of the policy exclusions to decline it.

Mr N's home insurance policy includes storm damage. A storm is defined at page 9 of the policy booklet as a "*period of violent weather*" with "*a gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55mph*". On page 16 of the policy booklet there are general exclusions that apply to all sections, including where the loss or damage is caused by poor workmanship, use of faulty materials or poor design.

It is clear that Mr N's policy covers damage caused by a storm, but excludes any damage that is caused by poor workmanship.

When considering complaints about storm damage claims, we ask three questions:

- Is there evidence of a storm event on or around the time the damage was caused?
- Is the damage claimed for typical of damage that would be caused by a storm?
- Was the storm the main cause of the damage?

The answer to all three questions needs to be 'yes' for this service to be able to recommend that a storm complaint is upheld. I will look at each point separately.

Is there evidence of a storm event on or around the time the damage was caused?

QIC accept that wind speeds of 61mph were recorded on the day the damage was caused and so accepted that there was a storm under the terms of its policy. I've also checked weather reports and can see that wind gusts were recorded at up to 83mph near to Mr N's property. I'm therefore satisfied that there were storm conditions at the time of the damage.

Is the damage claimed for typical of damage that would be caused by a storm?

Strong winds are known to cause structural damage, and there were particularly strong gusts of wind on the day of the damage. I'm satisfied the damage to the conservatory is consistent with damage typically caused by a storm.

Was the storm the main cause of the damage?

There are three expert's reports in this case, and I've carefully read and reviewed them all, plus the photos and all the additional comments provided. My role is to decide whether QIC fairly declined the claim based on the evidence.

The first report was prepared by the specialist conservatory company in February 2022. Their surveyor noted the frame and roof system was damaged beyond repair and that a full replacement PVC conservatory and roof system was required. They reported the damage was consistent with storm conditions.

The second report in April 2022 followed an inspection by an independent surveyor instructed by QIC. He records the cause of the damage to the conservatory and brickwork to

be the storm and answers “no” to a specific question about whether there are any “*pre-existing or ongoing external building defects or issues that are not peril related*”.

The third report was compiled by QIC’s inhouse surveyor who attended to inspect the property in July 2022. He says that the damage which occurred in the storm was due to the incorrect installation of the conservatory. He said that had the ring beam been secured to the other sections using cleats or bolts, and had the window frame also been properly secured, the ring beam should not have been able to move in the storm and the conservatory would have remained intact.

QIC says it relied on the third report as it contained more specific detail about the construction of the conservatory. Whilst I accept that it contains more detail, the only reason for this is because the report was prepared specifically for this purpose. The other surveyors were not asked to look at the beam fixings and so have not commented on them.

QIC says that it is not discrediting the other reports as it accepts that the wind was what moved the roof. What it says is that the poor construction is what allowed the roof to move. However, that doesn’t explain why there is no mention in either of the other reports of poor construction. Both concluded that the damage was caused by the storm. I note that the first report was prepared by a specialist conservatory company, and I would’ve expected its surveyor to recognise such a fault and record it had one been present. The second report was prepared by an independent surveyor. Again, I would’ve expected any construction defects to have been noted. In fact, the report says there were no defects or issues that were not peril related. I’ve not seen anything to properly explain why these experts might have got it wrong.

I understand from QIC that there were no building regulations for conservatories like Mr N’s, but QIC says that the ring beam should have proper fixings. Whilst this may well be right, I’m not satisfied that it wasn’t properly fixed. Mr N said that the conservatory was there when he moved into the property about 17 years ago. He believes it to be between 17 to 25 years old and says he’d had no issues with it. If the conservatory had been so poorly constructed without beam fixings, I think it would be reasonable to expect damage to have occurred earlier – particularly during previous storms. Mr N’s conservatory has stood for many years without problem.

QIC also says that it believes there may have been movement of the beam previously as evidenced by the photos which show dirt and cobwebs on the exposed joints. Mr N was not aware of any previous movement. I’ve looked at these photos and note that they were taken nearly six months after the damage was caused. I’m not satisfied therefore that the dirt and cobwebs show there must have been earlier movement of the beam. I think it also possible that the dirt and cobwebs developed during the six months following the storm.

Where an insurer relies on an exclusion in the policy to decline a claim, as QIC has done here, then the onus is on it to show the exclusion applies. I don’t think QIC has done this. Bearing in mind the conflicting reports, I’m not satisfied that QIC has shown that poor workmanship was the cause of the damage to the conservatory. On balance I think that the storm was more likely to have been the main cause and I don’t think QIC acted fairly when it declined the claim.

Service and delays

I’ve considered the £200 compensation offered to Mr N for the inconvenience caused by QIC initially accepting the claim and then declining it. However, I don’t think this goes far enough.

Mr N also complains of poor service and delays. I've looked through QIC's contact notes from its portal – which was the main point of contact for Mr N. I can see that QIC didn't keep Mr N properly updated and that he regularly chased it for progress. He was given timescales which weren't complied with. QIC didn't respond to his repeated requests for a call back. Mr N was given a start date for the work and offered a number of cash settlements – and then nearly six months later, was told his claim was being declined. There was also clearly poor communication between QIC and their contractors as despite being told his claim was declined, Mr N still received a start date for the work to begin.

This confusion, poor communication and delay caused Mr N and his family a lot of frustration, upset and distress. They've also had to live with the disruption and inconvenience caused by a severely damaged conservatory for many months. The family have to go through the conservatory in order to exit their house into the garden. I've seen the photos of the conservatory and the mess the damage has caused in the garden. This has meant Mr N and his family have not been able to enjoy their garden as they should - and Mr N has not felt it safe for his young children to play outside.

For the reasons stated above I agree with our investigator that a total of £600 compensation for distress and inconvenience is fair. If QIC has already paid the £200 they offered Mr N this sum should be deducted from the total.

My final decision

My final decision is that I uphold this complaint and require QIC Europe Limited to:

- reconsider Mr N's claim for damage caused by the storm in line with the remaining terms and conditions of the policy; and
- pay Mr N a total of £600 compensation for distress and inconvenience less any compensation that has already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 3 February 2023.

Elizabeth Middleton
Ombudsman