

The complaint

Mr C complains that QIC Europe Ltd (QIC) has declined his claim for storm damage under his home insurance policy.

What happened

In February 2022 Mr C made a claim on his home insurance following a storm that had caused some of the tiles on his roof to come loose. This allowed water to enter one of the upstairs bedrooms of the property.

QIC sent a surveyor to inspect the damage. His report said that the roof had previous tile repairs and that it was coming to the end of its lifespan. He said the damage was due to wear and tear and not covered under the policy. The internal damage was minor staining to the bedroom ceiling and wall. As the external claim was declined, and the policy did not include accidental damage, QIC also declined Mr C's claim for the internal damage.

Mr C complained to QIC. He didn't agree that the damage was due to wear and tear. He said that his roof had been in a good state of repair and that the damage was caused by the storm. He said that the surveyor didn't examine the roof properly as he didn't go into the roof but examined it from ground level outside.

QIC's in-house surveyor reviewed the claim and agreed that the damage was due to wear and tear. QIC accepted that there were storm conditions but referred to the exclusions section of its policy which says that cover doesn't include wear and tear or anything that happens gradually. It concluded that the damage was not a direct result of the storm but was caused by a gradually ongoing process which was highlighted by the strong winds. It declined to deal with the internal damage as the policy didn't include accidental damage. It also thought that the surveyor had carried out an adequate inspection of the property.

Mr C didn't agree and brought his complaint to this service. He has now replaced the whole roof and he would like QIC to cover this cost.

Our investigator initially thought that the surveyor's report showed evidence of wear and tear and that the damage wasn't covered under the policy. Mr C then provided a copy of a report he had obtained from a roofer in December 2020. This said that apart from a couple of slipped tiles which were replaced, the roof was in a good state of repair.

Our investigator reviewed the complaint. As the report showed the roof had been in good condition a year before the storm, she didn't think it reasonable for QIC to say the damage was down to wear and tear. She didn't think it fair for QIC to cover the full cost of replacing the roof but said it should pay what it would have cost to repair the roof had it accepted the claim initially. It should also cover the internal damage which was caused as a result of the damage to the roof. She awarded £100 compensation for distress and inconvenience. QIC said that its position remained the same 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.

I've started by looking at the terms and conditions of Mr C's policy – and I can see that it includes storm damage under section one but that it doesn't cover "*anything that happens gradually*". The general exclusions apply to all sections and exclude any gradual or maintenance-related loss or damage including "*loss or damage as a result of gradual causes including: - wear and tear*" and "*gradual deterioration*".

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 and consider the external and internal damage.

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

QIC accept that there were wind speeds up to 78mph and that this satisfies the definition of a storm under the terms of its policy. I've therefore not considered this further.

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

Strong winds are known to dislodge roof tiles and cause damage to internal decorations where rainwater has got into the property. I'm satisfied the damage to the slate roof and the internal damage to Mr C's bedroom is consistent with damage typically caused by a storm.

Was the storm the main cause of the damage?

I've reviewed QIC's surveyor's report and comments, the photos and Mr C's report. I've also taken into consideration the comments made by QIC and Mr C. On balance I think that the storm was the main cause of damage and I'll explain why.

It's clear from the photos and the two reports that there have been previous repairs. These are evidenced by the metal clips that can be seen in the photos of the roof. However, just because a roof has been repaired in the past doesn't mean that it's not in a good state of repair now. It can demonstrate that the property owner has made efforts to properly maintain the roof – and I think in this instance Mr C has.

Mr C obtained his report just before he purchased the property. He arranged for a full inspection to assess the condition of the roof. The roofer confirmed that the roof itself was in good working order and, apart from four slipped tiles, he found no further deterioration. That was only just over a year before the storm. I think it unlikely that the roof would have deteriorated so much in a year that wear and tear was the main cause of the damage.

QIC say that the metal clips from previous repairs are evidence of nail fatigue where the fixings have failed over time. However, QIC didn't carry out a full survey of the roof, and I haven't seen anything to persuade me that the fixings were failing over the extent of the roof. The tile fixings were thought to be in good condition a year before and the tiles did not slip in normal weather conditions. The storm was described as having violent storm force gusts and I think it more likely that these gusts were what caused the tiles to come loose.

Mr C's roofer went up into the loft area to examine the roof from the inside as well as going up to the roof to do the repairs. He carried out a more extensive inspection of the roof than QIC's surveyor who viewed the property from the ground. Whilst I accept that it's often possible to spot the signs of damage and the cause without going up to the roof itself, this is something I bear in mind when considering the surveyor's report.

QIC's surveyor's view is clear – due to the number of tiles that have slipped and the number of old tile repairs, he believes the damage is due to wear and tear. QIC has defined wear and tear as anything gradual that occurs over a significant period of time. It says that it expects customers to carry out regular maintenance to keep something in a good state of repair. I think Mr C did this. He had his roof inspected and repairs carried out only a year or so before the storm. The roof was said to be in a good state of repair. There were wind gusts up to 78mph on the day of the storm, and so on balance I think it more likely that the storm was the main cause of the damage.

Mr C has now had his whole roof replaced. I don't think it reasonable to expect QIC to cover the full cost of this. Mr C chose to replace the roof rather than carry out specific repairs. The policy would only have covered the necessary repairs as the whole roof was not damaged in the storm. I think it fair for QIC to pay Mr C what it would have cost to repair the roof had the claim been accepted at the start. It should also pay interest at 8% from the date that Mr C paid for the repair to his roof to the date that QIC make payment to him.

As I think the damage to the roof was caused by the storm, the policy will also cover the internal damage that was caused by water ingress as a result of the storm. QIC must therefore arrange for the internal repairs to be carried out.

I think an award of £100 compensation for distress and inconvenience is fair. Mr C has had the inconvenience of having to resolve the repairs without assistance and has had to live with the internal damage in the bedroom since the storm.

My final decision

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

- pay Mr C what it would have cost to carry out the repairs to the roof had the claim been accepted initially, plus interest at 8% from the date Mr C replaced his roof to the date that payment is made to Mr C;
- carry out the internal repairs to the bedroom; and
- pay £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 5 January 2023.

Elizabeth Middleton
Ombudsman