

## **The complaint**

Mr and Mrs M complain that QIC Europe Limited (QIC) declined their claim for storm damage under their home insurance policy.

The buildings and contents insurance policy was in joint names but, for ease of reading, I'll just refer to Mr M throughout my decision.

## **What happened**

Part of Mr M's flat felt roof covering was blown from the roof during a storm. He had an emergency repair done and claimed under his policy for a permanent repair.

Around six weeks later, QIC's field surveyor attended to inspect the damage and took photos of the roof using a pole camera. During the visit, Mr M confirmed that the roof had been replaced within the last ten years and the surveyor asked him to send in evidence.

The following month, QIC's in-house surveyor inspected the photos. The surveyor concluded that the flat roof was in poor condition and the felt edges had de-bonded, so the damage was more likely to be due to gradual deterioration than the storm. QIC declined Mr M's claim.

Mr M complained to QIC because he didn't think it was fair to rely on photos of the damage without carrying out a physical inspection of the roof. He didn't agree that the roof was in poor condition and pointed out that the rest of his home was in excellent condition.

QIC sent Mr M its final response, repeating its view that the damage was caused mainly by gradual deterioration, and saying that at around ten years old, the roof was near the end of its expected lifespan.

Mr M brought his complaint to this service.

Our investigator didn't think QIC had declined the claim fairly. She said it was reasonable to rely on the field surveyor's report which stated the roof was in fair condition. Our investigator recommended that QIC settle the claim and pay Mr M for the emergency repair plus 8% simple interest.

QIC didn't agree. It repeated its view of the evidence provided by its in-house surveyor and pointed out that the field surveyor hadn't accepted the claim. QIC remained of the view that the main cause of damage was wear and tear and gradual deterioration.

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 M's complaint and I'll explain why.

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

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

The first two questions are not in dispute. QIC agreed there was a storm with winds at 55 mph. And winds of this intensity can cause roof damage.

So, I'll focus on the final question.

### **Was the damage caused wholly or mainly by a storm?**

QIC relied on its in-house surveyor's report to decline the claim. It said the flat roof was in poor condition, with the edges of the felt lifting in places, indicating that the storm had simply highlighted wear and tear and gradually occurring damage.

Mr M said his roof was in good condition.

I've looked at the brief, in-house surveyor's report and compared that with the field surveyor's report. The information given is conflicting because the field surveyor says the roof was in fair condition.

So, I've looked at the photos taken by the field surveyor alongside QIC's description of what it considers to be evidence of gradual deterioration and the poor condition of the roof. Having done so, I'm not persuaded that the in-house surveyor's report is a fair reflection of the roof condition.

The in-house surveyor said the edges of the felt are lifting and have de-bonded. I can see the edges where the felt overlaps and where it is fixed at the edge of the roof, but I can't see anything to suggest the felt has de-bonded. QIC hasn't pointed to any specific area of the roof where de-bonding is evident, and its field surveyor didn't report any evidence of de-bonding. Furthermore, the roof hadn't been permanently repaired, so the option was there for QIC to obtain more conclusive evidence to support its opinion.

I find the photos and field surveyor's report more persuasive than the in-house surveyor's report, because the field surveyor who took the photos would've had a better view of the roof and the overall condition of the property. If the field surveyor had identified any evidence of de-bonding, I think it's more likely than not that they would've reported that.

Therefore, I'm satisfied that the evidence indicates the roof was not in a poor condition.

I understand Mr M couldn't find any evidence of when he had the flat felt roof replaced. Looking at the records provided by QIC, it seems he consistently reported that the roof was replaced at least within the last ten years. Although QIC said that's approaching the average lifespan of a flat roof, I disagree. There's no hard and fast lifespan expectation of a flat roof because it's dependent on a number of factors, such as quality of installation, materials used and exposure. As QIC hasn't pointed to any of the common evidence that the roof was nearing the end of its lifespan - such as blistering, pooled water or cracks - I see no reason to conclude that the flat roof was nearing the end of its lifespan.

As a final point, Mr M was concerned that QIC's field surveyor didn't go onto the roof to inspect it. I don't necessarily think that's wrong, providing they obtained sufficient evidence to reach a fair and reasonable conclusion at the time of the visit. But, with that in mind, I'd

need to see some compelling evidence from QIC that the in-house surveyor's report was more accurate than the field surveyor's. I appreciate that the field surveyor didn't say the claim was accepted, but nor did they say it was declined. If the survey of the roof revealed clear evidence of gradual deterioration, I think it's more likely than not that the field surveyor would've reported that the roof was in poor condition and the claim was declined, rather than, as they actually reported, that the roof was in fair condition and the claim outcome would be confirmed subject to policy coverage.

Overall, I haven't seen anything in the evidence to persuade me that the in-house surveyor's view of the roof condition is more compelling than that of the field surveyor. And the photos don't support QIC's view that the roof was in poor condition and nearing the end of its lifespan. Therefore, I don't agree that QIC declined Mr M's claim fairly or in line with the policy.

### **Putting things right**

To put matters right, QIC should settle the claim for the storm damage in line with the remaining policy terms and conditions, and pay £216 for the temporary repairs Mr M had done, including interest at a rate of 8% p.a. simple from the date of the invoice, 23 February 2022, to the date QIC makes payment.

### **My final decision**

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

- Settle their claim for the storm damage in line with the remaining policy terms and conditions.
- Reimburse them £216 for the emergency repairs.
- Pay 8% p.a. simple interest on the emergency repair cost from the date Mr and Mrs M paid the invoice to the date QIC makes payment to them.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 17 January 2023.

Debra Vaughan  
**Ombudsman**