

## **The complaint**

Mr M and Ms M have complained about QIC Europe Ltd's decision to reject a claim they made under their home insurance policy for storm damage.

For ease I'll refer to Mr M as the main complainant in my decision.

All reference to the insurer QIC in my decision includes its agents.

## **What happened**

Mr M and Ms M bought a home insurance policy with QIC. While on holiday abroad a neighbour called them to tell them a felt flat roof had blown off their home during a storm.

Mr M contacted QIC. He said he had difficulty getting through to an agent and wanted assistance with his claim - but QIC had long queue times and he eventually accessed a recorded message advising to go ahead with temporary repairs.

Mr M said they arranged for a roofer to attend and their parents took steps to mitigate the internal damage from rain coming into their home. Mr M said the roofer replaced the roof.

QIC instructed a Surveyor to inspect the damage and provide it with a report. The Surveyor said the cause of damage was gradual wear and tear. They said the roof showed signs of decay and the storm had highlighted an existing issue. So QIC said it wouldn't meet the claim as the policy excluded cover for damage caused gradually.

Mr M didn't agree. He said he'd been on the roof a number of times and had checked its condition and found no issues. He said if he had identified any problems, he would have ensured any repairs necessary would have been completed. Mr M provided photos of the inside of their home to show they maintained it to a high standard. Mr M said there were no signs of internal damage either to indicate there were any issues with the roof before the storm.

Mr M provided photos taken by the neighbour of the roof when it had blown off. QIC said its decision was correct as the Surveyor had identified signs of existing wear and tear.

Mr M remained unhappy and asked us to look at his complaint. Our Investigator initially thought their complaint should be upheld. She recommended QIC consider their claim and pay compensation of £200. But on further information from QIC, she changed her mind and no longer recommended the complaint should be upheld.

Mr M didn't agree and asked for an ombudsman to decide.

I issued a provisional decision on 25 October 2022 as I intended to uphold the complaint. I thought QIC hadn't shown that its decision to decline the claim for storm damage was reasonable. So I intended to ask QIC to meet the costs Mr M and Ms M had paid for the roof

replacement - and pay interest if they'd already paid the roofer at a rate of 8% simple interest a year. I intended to ask QIC to meet their claim for internal damage and pay compensation of £200 for the distress and inconvenience caused.

QIC didn't reply to my provisional decision. Mr M disagrees with the information the Surveyor reported when he visited their home as this doesn't support their parents' account of what happened.

### **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, my final decision is along the same lines as my provisional decision. I'm upholding this complaint.

As both parties are aware, we ask three questions when we look at storm damage claim complaints to help decide whether an insurer has acted reasonably - and in line with the policy. These are:

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

If the answer to all these questions is 'yes' then we think the claim is likely to succeed. But, if the answer to any of the above questions is 'no' - the claim for storm damage is unlikely to be covered.

Weather conditions recorded at the time of the event show that wind gusts were over 55mph, which is the minimum wind gusts set out under QIC's policy when defining storm conditions. In QIC's response to Mr M and Ms M's complaint in February 2022, it accepted that storm conditions occurred. So the answer to the first question is 'yes'.

Photos of the roof show it to be intact after it had blown off - evidenced by a neighbour. And so I think the answer to the second question is also 'yes'.

The Surveyor who inspected the roof - after it had been moved to the ground in order for the roof replacement works to take place - reported the following:

*"I was able to inspect the roof from the ladders of the contractors and noted new decking and rubber surface had been installed, the old felt was on the ground and from my inspection it was badly decayed especially around the perimeter where it is prone to decay allowing water under the surface, by looking at the roofers photos I could see the decking was not affected which confirmed the felt was unbonded prior to the wind which has merely highlighted this by easily removing it."*

The photo of the roof just after it had blown off appear to show it to be in good condition.

Storm winds seem to have been such that the roof was blown off in its entirety, but remained largely intact.

The photos provided by the Surveyor of where the bonding was underneath the roof isn't enough to persuade me that the roof was therefore lacking in maintenance. There are no other indications to suggest signs of wear and tear with the roof such as leaks into the home.

The internal water damage that occurred when rain fell into the property after the roof was blown off don't show signs of longer term damage.

So I think the answer to the third question is 'yes'. I'm not satisfied that QIC has shown the roof had perished or lacked maintenance and the storm highlighted existing wear and tear. I think from the information available that the storm was the main cause of the damage.

Mr M and Ms M have replaced the roof. I think this decision was reasonable in the circumstances. They were abroad, the roof had blown off (the roofer told them 80% of the roof was hanging when they arrived) and from their attempts to discuss their claim with QIC, they were advised to arrange temporary repairs. Given QIC's decision to reject their claim - and the fact that rain was leaking into their home causing internal damage as a result of the storm - I think Mr M and Ms M did all they could to mitigate further damage and their loss.

QIC say that it isn't responsible for internal damage as the level of rainfall didn't meet its policy definition for 'storm'.

QIC's policy says the following:

*"Storm*

*A period of violent weather defined as:*

*A: a gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching winds speeds of at least 55mph; or*

*B: torrential rain that falls at a rate of at least 24mm per hour; or*

*C: snow that falls to a depth of at least 30cm in 24 hours; or*

*D: hail so severe that it causes damage to hard surfaces or breaks glass."*

As point A has been met - and this isn't disputed by QIC - it isn't a requirement for point B to also be met under the definition as it is written as 'or.'

Having looked at the photos of the internal damage, I think it's fair and reasonable for QIC to meet the reasonable costs to repair the internal damage caused by the storm.

I think QIC's decision to reject Mr M and Ms M's claim for storm damage was unreasonable and caused them considerable worry and distress. Mr M says they have been very worried about how to pay the roofer and found dealing with QIC very difficult during the claim.

For the distress and inconvenience caused, I think QIC should pay Mr M and Ms M £200 compensation.

### **My final decision**

My final decision is that I uphold this complaint. I require QIC Europe Ltd to do the following:

- Meet the costs Mr M and Ms M are to pay - or have paid - to put right the damage to the roof -subject to reasonable proof of payment.

- If already paid - QIC Europe Ltd should pay interest on the reimbursement at a rate of 8% simple interest from the date of payment to the date it refunds them.
- Meet the claim for internal damage in line with the remaining terms of the policy.
- Pay Mr M and Ms M compensation of £200 for the distress and inconvenience caused.

QIC Europe Ltd must pay the compensation within 28 days of the date on which we tell it Mr M and Ms M accept my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M and Mr M to accept or reject my decision before 23 December 2022.

Geraldine Newbold  
**Ombudsman**