

The complaint

Mrs H and Mr H complain about QIC Europe Ltd (“QIC”) for declining their claim for the roof of their garage, which was damaged during storm conditions. They want QIC to reimburse the costs that they have incurred in replacing the garage roof.

What happened

Mrs H and Mr H insured their home with QIC.

In February 2022, a storm occurred in the area of their home. Their garage sustained damage, including a lean-to being blown some distance away, and the roof of the garage lifting and cracking.

They submitted a claim to QIC.

QIC sent a field surveyor to assess the damage. That surveyor attended their home in April 2022 and considered that the damage was caused by an insured peril (storm). He took photographs and prepared a report.

Around 6 weeks later, QIC declined the majority of the claim as its desk-based surveyor disagreed with the field surveyor. QIC accepted that the fascia and wall plate were covered but considered that the damage to the roof itself was primarily from wear and tear.

QIC offered Mrs H and Mr H £777.02, minus the excess, in settlement of their claim.

Mrs H and Mr H were not happy with this and complained. They obtained a quote for repairs, and this exceeded £3000.

QIC sent its final response letter maintaining the desk-based surveyor’s decision.

Mrs H and Mr H contacted us.

One of our investigators has looked into this matter and recommended upholding the complaint. He set out our approach to considering claims for storm damage and explained clearly why he considered the field surveyor’s view – which concluded that the storm was the proximate cause of the damage – was more persuasive. He recommended that QIC reimburse Mr H and Mrs H for the costs of the roof repairs which they had incurred, and that QIC pay them £150 compensation.

QIC did not accept that view. It submitted some comments arguing that the garage roof had deteriorated through age and had become brittle and susceptible to breakage, and requested an ombudsman 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.

My colleague set out the questions we consider in cases like this in his thorough and reasoned view. There is no dispute that there was a severe windstorm at the address, and there has been no suggestion that lifting the garage roof was inconsistent with damage caused by a storm, so I will not repeat the assessment of these questions here. I agree with the views expressed by my colleague in respect of both.

The dispute remains about whether the storm was the proximate cause of the damage, or whether it simply highlighted damage which was occurring through wear and tear.

QIC's field surveyor initially accepted that the storm was the main cause of the damage. QIC now argues that the age and condition of the garage roof made it brittle and susceptible to breakage and that wear and tear was the main cause of the damage.

QIC has relied on the opinion of its desk-surveyor who viewed the photographs, over the field surveyor who attended and saw the property and took the photographs.

My colleague considered that the report of the field surveyor was more reliable as it gave supporting information for the view and was based on an in-person assessment. The desk-based survey did not support the view with reference to the evidence and did not explain where and why it substantively disagreed with the views of the field surveyor.

I agree with my colleague and find the field surveyor's view more persuasive, and evidence based. The report contains a number of questions for the field surveyor's consideration, and these include questions about the condition of the building and whether there was any pre-existing or ongoing damage which was not related to the peril (storm). The field surveyor addressed these and recorded that there was no ongoing damage unrelated to the storm.

He explained how the storm caused the damage, and that the lifting of the lean-to by the storm winds broke the lower panels of the garage roof.

This is clear and unequivocal, and I do not consider that it has been addressed by QIC in any subsequent assessment.

QIC has argued that the roof was brittle but provides no evidence for this. In any event, even if this were demonstrated, I would not find this persuasive as the operative cause of the damage (even if to a brittle roof) was the lifting of the roof by extreme wind forces. It is not unusual for building materials to be inflexible, but that is no problem if they are not caused to flex. The lifting of the lean-to caused the breakage, and the lifting was caused by extreme storm winds. This was not a gradually occurring or maintenance related cause.

I therefore agree with my colleague and am satisfied on the evidence that the storm was the main cause of the damage.

It does not appear that there is any dispute that the lean-to itself was excluded from cover, but for the avoidance of doubt I agree that this was excluded by the policy wording as it was open sided.

Putting things right

Mr H and Mrs H have replaced the garage roof and have incurred costs in doing so. To put matters right, QIC must reimburse the costs they have incurred, with interest at a rate of 8% per annum (from the date on which they incurred the cost up until the date of settlement).

I agree that Mr H and Mrs H have also been caused unnecessary distress and inconvenience by QIC's approach and I agree that QIC should pay to Mr H and Mrs H £150

compensation for their distress and inconvenience.

My final decision

For the reasons given above, I uphold Mr H and Mrs H's complaint and direct QIC Europe Ltd to:

- Reimburse Mr H and Mrs H for costs incurred in the repair and replacement of their garage roof;
- Add interest to the above at a rate of 8% per annum; and
- Pay to Mr H and Mrs H £150 compensation for their distress and inconvenience.

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

Laura Garvin-Smith
Ombudsman