

The complaint

Mr P has complained that QIC Europe Ltd (QIC) unfairly declined part of a claim for storm damage under his home insurance policy.

What happened

Following a storm, Mr P found damage to the boundary wall, the porch and the gable verge pointing of his home. So, he contacted QIC to make a claim. QIC sent a surveyor to assess the damage. QIC agreed to cover the internal damage to the porch. But it said it wouldn't cover the damage to the wall, the verge pointing on the roof and the external damage to the porch, as this was due to pre-existing issues. When Mr P complained to QIC, it maintained its decision to decline part of the claim.

So, Mr P complained to this service. Our investigator upheld the complaint. She said the evidence showed there were pre-existing issues with the boundary wall. However, the damage to the porch roof and the verge pointing seemed to have happened during the storm and QIC hadn't provided evidence to show there were pre-existing issues. She said QIC should cover the cost of any repairs Mr P had already paid for, with interest, or otherwise meet the claim for the internal damage, verge roof and porch roof. She also said QIC should pay £300 compensation due to issues with how it dealt with both the claim and complaint.

As QIC didn't agree, the complaint was referred to me.

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 uphold the complaint. I will explain why.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

I've looked at the weather conditions around the time the damage this was found. These showed windspeeds of up to 74mph. Such windspeeds would normally be regarded as hurricane force winds, which can cause devastation. I also think that a storm could cause damage to a wall, a roof or other parts of a property. So, I think the answer to the first two questions is yes.

I've also thought about the third question, which is about whether the storm was the main cause of the damage. I've considered the boundary wall. When the surveyor visited, he

found parts of the wall that were still standing were leaning due to the cement age and that the whole wall was loose. I'm aware Mr P has also said some of the wall was leaning before the storm, although he said the part that fell wasn't leaning. I think the evidence shows there was an issue before the storm that affected the stability of the wall. The policy didn't cover pre-existing issues such as wear and tear or gradual deterioration. So, I think it was fair for QIC to decline this part of the claim.

I've also looked at the damage to the porch. QIC accepted the internal damage as accidental damage and offered £1,191.79 to settle it, which I think was fair. So, I haven't considered that damage further. However, I've looked at the damage to the porch roof. The surveyor said no storm related damage was found and that the roof had not moved or lifted. Mr P said water had leaked into the porch, which hadn't happened before the storm. While the complaint was with this service, QIC reviewed the porch again and provided some further photos. It said there was evidence of a repair previously being carried out to the sealant, which it said showed there were issues before the storm. I've looked at the photos and can see a large gap just below the roof. Although I could see some sealant, I didn't see anything that was clearly a previous repair or that persuades me there was evidence of a pre-existing issue with the porch roof. As a result, I require QIC to deal with the claim for the porch roof, as I don't think there is sufficient evidence to show it was fair to apply the exclusion.

I've also looked at the damage to the verge pointing. QIC declined this part of the claim based on the surveyor's findings, which were *"the verge point is crumbling and falling out due to age on the rear gable end"*. Mr P told this service he'd had the roof replaced less than five years ago. QIC later told this service that mortar wouldn't *"just fall out"* unless there was a defect and that *"This highlights further that the mortar has deteriorated and this has been allowed to happen during storm winds"*.

Given when the roof was replaced, which was less than five years before the damage was found, I don't think this supports the surveyor's findings that the age of the roof was the issue. QIC has also said the mortar wouldn't simply fall out unless there was a pre-existing issue. But, it hasn't been suggested that the mortar just fell out. There was a storm, with hurricane force winds, and Mr P has said that the storm caused the damage. Based on what I've seen, I'm not persuaded there was evidence of a pre-existing issue or that it was reasonable for QIC to apply an exclusion. As a result, I think QIC also needs to deal with this part of the claim.

I've also looked at how the claim and complaint were dealt with. Mr P was offered a settlement. He has said he felt pressured to accept this settlement despite it not being clear what this was for or why not all of his claim had been accepted. QIC also seemed to close the claim without providing Mr P with the requested information on his claim. There also appeared to be confusion on QIC's part about whether Mr P's concerns were being addressed as part of the claim handling itself or as a formal complaint. I think this caused Mr P concern and also meant he had to persist with QIC to try and ensure his claim was assessed and that it was clear what QIC's position was and why. Having thought about the claim and complaint as a whole, I think QIC should pay Mr P £300 compensation, as I think this fairly reflects the impact on him of how his claim was dealt with.

Putting things right

QIC should settle the claim for the internal damage, gable verge roof and the porch roof as storm damage. If Mr P has already had repairs carried out, QIC should pay his costs for doing so. It should confirm how Mr P wants the internal damage to be settled and either pay him £1,191.79 or carry out the repairs. QIC must pay interest on any cash settlement and also pay Mr P £300 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require QIC Europe Ltd to:

- Settle the claim for the internal damage, gable verge roof and the porch roof as storm damage in line with the remaining terms of the policy, without applying an exclusion for wear and tear or gradual deterioration.
- If Mr P has already paid for the repairs, pay him the amount he paid for those repairs.
- Confirm with Mr P how he wants the internal damage to be dealt with and then either pay him a cash settlement of £1,191.79 for that work or arrange for the repairs to be completed.
- For any cash settlement, pay interest on that amount from the date the claim was first made to the date on which QIC Europe Ltd makes the payment.
- If QIC Europe Ltd considers that it's required by HM Revenue & Customs to deduct income tax from the interest, it should tell Mr P how much it's taken off. It should also give Mr P a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.
- Pay Mr P £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 1 March 2023.

Louise O'Sullivan
Ombudsman