

The complaint

Mr W is unhappy that QIC Europe Limited (QIC) declined his claim under his home insurance for storm damage.

Miss J brought the complaint on his behalf but, for ease of reading, I'll refer only to Mr W throughout my decision.

What happened

Mr W was the sole named policyholder of the buildings and contents insurance with QIC. He claimed under the policy after roof tiles slipped during a storm, causing further damage to the lower roof.

QIC sent a surveyor to inspect the damage. Using a drone, the surveyor took photos of the roof and concluded that all but one area of damage was caused by a storm. The surveyor confirmed in his report that the policy provided cover for the cost of repairs.

However, some weeks later, an in-house surveyor assessed the photos and concluded that the main cause of damage was gradual deterioration of the mortar holding the tiles in place. QIC said the lower roof would've been covered as accidental damage, but Mr W's policy didn't provide for that.

Mr W complained to QIC because he'd been led to believe his claim was being dealt with. He also disagreed with its conclusion that the storm wasn't the main cause of the damage. QIC maintained its position regarding the claim but accepted that it hadn't handled matters well. It offered Mr W £150 by way of apology. He remained unhappy and brought his complaint to this service.

Our investigator didn't think it was fair or reasonable that QIC declined the claim. He said the first surveyor actually visited the property to inspect the damage, so he thought the first report carried more weight than that of the in-house surveyor. Our investigator recommended that QIC settle the claim.

QIC didn't agree. It said the tiles only came off the roof where they were already loose. And although the surveyor didn't mention the condition of the rest of the mortar, he failed to notice that the hip tile mortar was missing and deteriorated. QIC asked for this information to be taken into consideration.

I issued a provisional decision in November 2022 explaining that I was intending to uphold Mr W's complaint. Here's what I said:

provisional findings

I've decided to provisionally uphold Mr W's complaint. While my reasons are broadly similar to our investigator, I've also considered the compensation payment QIC offered Mr W. I'll explain.

There's no dispute that there were storm conditions at the time of the claim, and I haven't seen any dispute that a storm can cause this type of damage to a roof. So, I've thought about whether the damage was caused wholly, or mainly, by the storm. Ordinarily, homes should be able to withstand all but the most extreme weathers. Often, storms simply highlight existing damage. QIC's surveyors likely would be aware of this.

Turning, then, to the field surveyor's report, I haven't identified anything which indicates there was existing damage which allowed the storm to dislodge the tiles. QIC has already commented on this and says its surveyor missed the condition of the mortar. However, I struggle to see how that could be the case. A run of eight tiles had come away from the roof, exposing the mortar beneath. If the mortar was in such poor condition, I'd have expected the field surveyor to notice that given the large area available for inspection. Indeed, the surveyor clearly stated that the property was in a fair state of repair and there were no pre-existing or ongoing external building defects.

QIC relied on its in-house surveyor's report that the mortar had deteriorated. But, again, I struggle to see why the conclusion from a desktop survey should carry more weight than that of the original, visiting surveyor, who was also able to inspect the debris on the ground.

Therefore, I'm minded to place more weight on the first surveyor's report, that the storm caused the damage.

The damage to the lower roof was caused by the upper tiles falling onto it. QIC said that would be covered under accidental damage if it were available to Mr W. I agree that Mr W's policy doesn't provide for accidental damage but, if it had, a separate claim might've succeeded for the lower roof tiles if the storm didn't cause the upper tiles to fall. However, I don't think that means the lower roof isn't covered in this particular case. Here, the lower roof wouldn't have been damaged but for the storm dislodging the upper tiles. Therefore, I'm minded to require QIC to consider Mr W's claim for both areas of damage under the storm condition.

I've noted that the field surveyor excluded cover for a few slipped tiles on another part of the roof. They do seem to be unrelated to the storm damage, so I accept that the surveyor reached a fair conclusion. I don't plan to ask QIC to provide cover for the additional slipped tiles.

QIC offered Mr W £150 for mistakenly accepting the claim, but then declining it around three months later. The delay was avoidable, and had QIC declined the claim sooner, Mr W wouldn't have been waiting for it to arrange repairs. He would also have been in a position to raise his complaint about the decline sooner and, ultimately, have his roof repaired. So, in recognition of the avoidable delay and inconvenience caused, I'm minded to agree that QIC's offer of £150 is fair and reasonable.

Putting matters right

To put matters right, I think QIC should reconsider Mr W's claim under the policy terms and conditions, without relying on the wear and tear exclusion, under the storm section. In addition, QIC should honour its offer to pay £150 compensation for the avoidable delays and mistakes made, which contributed to Mr W's inconvenience and distress.

I said I was intending to require QIC Europe Limited to:

- *reconsider Mr W's claim without relying on the wear and tear exclusion under the storm section of the policy, and*

- pay £150 compensation in recognition of the avoidable delay and mistakes made, which caused Mr W inconvenience and distress.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Mr W didn't make any further comment.

QIC responded to say it didn't agree with my provisional decision. It said the attending surveyor took images of the roof using a pole camera, and the in-house surveyor completed a desktop review of those same images. Therefore, QIC didn't agree that the attending surveyor's review held any more weight than the desktop review.

QIC went on to say that the attending surveyor made an error by not reviewing the exposed mortar bonding the tiles to the roof, as shown in the images.

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 W's complaint. That's because I'm not persuaded that QIC's comments warrant a change to my provisional decision. I'll explain.

My understanding of QIC's comments is that the desktop review allowed a careful examination of the images, leading to identification of deteriorating mortar. Therefore, QIC is of the opinion that the poor condition of the mortar was the dominant cause of the damage.

I've looked again at the photo QIC provided, and reconsidered the evidence previously available to me. However, I remain of the view that the attending surveyor would've had a greater understanding of the overall damage than the team reviewing images taken by the attending surveyor.

As I said in my provisional decision, the attending surveyor would've had a better view of the debris on the ground, including the fallen tiles and mortar. And given that the attending surveyor had a large area of roof to survey, along with the debris and overall circumstances, the evidence doesn't persuade me that the attending surveyor simply missed something that the desktop review picked up from images.

Therefore, I'm satisfied that it's fair and reasonable to place more weight on the attending surveyor's opinion.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold Mr W's complaint and QIC Europe Limited must:

- reconsider Mr W's claim without relying on the wear and tear exclusion under the storm section of the policy, and
- pay £150 compensation in recognition of the avoidable delay and mistakes made, which caused Mr W inconvenience and distress.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 January 2023.

Debra Vaughan
Ombudsman