

The complaint

Mr P and Mr S have complained that QIC Europe Ltd (QIC) unfairly declined a claim for storm damage under their home insurance policy.

What happened

Mr P and Mr S contacted QIC when they found storm damage to their roof and fence. QIC sent a surveyor to assess the damage. Work was already being carried out to fix the damage when the surveyor visited. QIC declined the claim because it said the surveyor had found wear and tear to the roof, which wasn't covered by the policy.

When Mr P and Mr S complained, QIC maintained its decision to decline the claim. It said the surveyor had found wear and tear. It also said as the roof was only two to three years old, this indicated it hadn't been installed properly.

So, Mr P and Mr S complained to this service. Our investigator upheld the complaint. She said there wasn't sufficient evidence to support the surveyor's findings. Given the windspeed and the age of the roof, she said it was reasonable to conclude the damage was the result of a storm. She said QIC should review the claim for the roof and the fence in line with the remaining terms of the policy.

Following further discussion on this complaint, another investigator at this service responded to these and said QIC should review the claim for the roof and the fence.

QIC didn't agree and said it now thought Mr P and Mr S had prejudiced the claim. So, the complaint was referred to me.

I issued my provisional decision on 12 December 2022. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

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.

For the first question, I've looked at the weather conditions. This showed storm conditions around the time of the damage and wind speeds of up to 78mph. I note these are normally regarded as hurricane strength winds, which can cause devastation. I also think damage to a roof and a fence is consistent with the type of damage a storm could cause. So, I think the answer to the first two questions is yes.

So, I've thought about the third question. When the surveyor visited, work was already being carried out to the roof. The surveyor carried out the survey and said:

"We have reviewed the photos taken of the roof condition and evidence is shown of deteriorated mortar bedding, weathering to the mortar bedding beneath the tile join, showing pre-separation and clear mortar deterioration in the valley lines. These areas will need to be replaced as part of the household maintenance and as the proximate cause is wear and tear/poor workmanship, we have declined the claim. As there is no authorised storm claim to the main property, the fence is unable to be considered."

Following an investigator at this service issuing her findings, QIC said its surveyor must have seen some photos provided by Mr P and Mr S before the repair work started. It asked to be provided with the photos. Mr P and Mr S confirmed they didn't have any photos taken before the repair work started. QIC then referred to wanting to see "pre-loss" photos. It also said its in-house review had said that as the ridge tiles were installed within the last three years, they shouldn't have blown off, so this indicated they hadn't been installed correctly. When an investigator at this service maintained that QIC should deal with the claim, QIC said that as Mr P and Mr S didn't have images prior to the repairs that its position had been prejudiced as it was unable to validate the damage further to the surveyor's report based on the evidence it had.

QIC appears to have thought the surveyor saw photos that he then hadn't provided with his report. The content of the surveyor's report was the surveyor's responsibility and it was for the surveyor to show why those findings were reasonable, including providing supporting evidence. The photos in the report don't seem to show evidence of wear and tear or poor workmanship.

QIC also said as the ridge tiles had been fitted fairly recently that they shouldn't have come off the roof. However, given there were hurricane strength winds and the devastation these can cause, I think this could have caused the ridge tiles to detach.

I've also thought about whether it's fair for QIC to now say it thinks Mr P and Mr S prejudiced the claim by not taking photos before the repairs started. However, neither QIC or the surveyor previously raised this as an issue. This only seems to have become a concern because the surveyor's report didn't have evidence to support his findings, which QIC had assumed existed. So, I don't think QIC can now fairly try and argue that the claim was prejudiced by Mr P and Mr S.

Based on everything I've seen, I think it's more likely than not that the storm was the main cause of the damage to the roof. So, I currently intend to say that QIC needs to settle the claim for the damage to the roof. QIC also declined the claim for the fence because cover was only provided when the home itself was damaged. As I think the roof was damaged by the storm, I also think QIC needs to deal with the claim for the fence. Given the weather conditions, I think it's more likely than not that the fence was damaged by the storm.

Mr P and Mr S have already had the work carried out on their home. So, I currently intend to require QIC to settle the claim based on the costs Mr P and Mr S paid to have the repairs carried out. I also intend to require QIC to pay interest on that amount, as they lost use of that money.

I've also thought about compensation. I think there have been issues with the way this claim had been handled, including the way the survey was conducted. As a result, I currently intend to say QIC should pay £150 compensation for the distress and inconvenience caused.

I asked both parties to send me any more information or evidence they wanted me to look at by 9 January 2023. Both parties replied before that date.

QIC didn't agree with my decision. It referred to the comments in the surveyor's report that said he had reviewed photos of the roof condition. QIC said it was its responsibility to ascertain which photos the surveyor had viewed. It was then determined that there weren't any pre-repair photos, which led to the decision that the claim had been prejudiced. QIC provided an excerpt from the policy on "*Claims Procedures and Conditions*", which explained what QIC could ask a policyholder to do as part of it investigating a claim. Since the complaint had been with this service, it came to light that there weren't any photos. QIC said this had now caused uncertainty around the decline and the surveyor's assessment of wear and tear to the roof.

When Mr P and Mr S replied, they agreed with the decision and provided some comments. They didn't see how the answer to the third question, on whether a storm was the main cause of the damage, could be no. If the storm hadn't happened, the roof wouldn't have been damaged as the tiles wouldn't have fallen off. They said the rest of the roof was in great condition and hadn't fallen off. In terms of the claim being prejudiced, they said they made a claim as soon as they saw the damage. They were instructed to proceed with getting a roofer to cover up the area to prevent further damage as more rain was forecast. At no point were they asked to take any pictures. So, they said that QIC now trying to decline the claim because they hadn't taken pictures, but had acted as instructed by QIC, wasn't reasonable.

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 this complaint and for the reasons given in my provisional decision. As part of that I've considered the comments provided by both parties, even I don't discuss them all here. These don't change my view about how this complaint should be resolved.

QIC has now said it is entitled to ask a policyholder for evidence when it investigates a claim. I agree that is a normal part of a claim. However, the issue here is that QIC is only asking for that evidence many months after its surveyor visited and wrote a report that now appears to have inaccurate information in it.

Mr P and Mr S have said they weren't asked to take photos. They also allowed a surveyor to visit. It was for the surveyor to make an accurate assessment of the damage and to show why that assessment could be relied on. I don't think it's fair to now put the responsibility on Mr P and Mr S to resolve the issues with the surveyor's report and his findings.

Based on all the evidence available to me, I remain of the view that it's more likely than not that the storm was the main cause of the damage. As a result, I uphold this complaint and require QIC to settle the claim, with interest on any cash settlement, and pay Mr P and Mr S compensation for the impact on them of how their claim was dealt with.

Putting things right

QIC should settle the claim for the roof and the fence. It should also pay interest on any cash settlement and pay £150 compensation.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require QIC Europe Ltd to:

- Settle the claim for the damage to the roof and the fence based on the remaining terms and conditions of the policy. It cannot rely on exclusions for wear and tear or poor workmanship or terms and conditions around prejudicing the claim.
- Pay 8% simple interest on any cash settlement for the works already completed from the date on which Mr P and Mr S paid for the works to the date on which it makes the payment.
- Pay £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mr S to accept or reject my decision before 16 January 2023.

Louise O'Sullivan
Ombudsman