

The complaint

Mr B is unhappy a storm damage claim he made under his home insurance policy has been declined by QIC Europe Ltd (QIC).

What happened

In January 2022 both Mr B's main house roof and garage roof suffered damage during bad weather. Mr B contacted QIC, his home insurance provider, to make a claim.

A surveyor was appointed who concluded there was storm damage to the main roof tiles, and that the garage roof sheets had been ripped off by the wind. However, they said windspeeds at the time were 44mph which wasn't a storm as defined in the policy. But there were also recorded windspeeds of between 70mph-81mph relatively close to Mr B's area. So, the claim was referred back to QIC to consider further.

QIC let Mr B know that they'd be accepting his claim and paying for temporary and permanent repairs. However, this decision was then overturned internally by QIC and Mr B's claim was declined.

QIC said there weren't storm conditions. They also said they would expect to see more damage to the garage roof sheets, so this indicated they weren't correctly attached. They also said the main roof tiles had slipped from their fixings due to deterioration. As poor workmanship, gradual damage and wear and tear are excluded from Mr B's policy, QIC declined the claim. But, QIC recognised there had been delays and Mr B had been given the wrong claim decision previously, so they offered £125 compensation.

Mr B was unhappy with the claim decision, so he approached this service.

Our investigator looked into things and she said the weather at the time did amount to storm conditions - and considerably in excess of those windspeeds determined by QIC. She said she believed the garage roof sheets had damage consistent with storm damage, and that the storm was the main cause.

Therefore, our investigator said QIC should cover the costs of repairs if Mr B had already had them completed, with 8% interest added, or that QIC should carry out repairs. She also recommended QIC increase the compensation from £125 to £200 and send Mr B written confirmation the claim had been accepted.

QIC didn't agree and asked for a final decision from an ombudsman.

I issued a provisional decision. I reached broadly the same outcome on part of the complaint as our investigator, but I also considered some additional points that hadn't been addressed previously. So, I issued a provisional decision to given both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm issuing a provisional decision. I've reached the same overall outcome as our investigator surrounding the garage roof. However, our investigator didn't consider the additional damage to the main roof, or the reported damage to Mr B's car.

When we consider complaints about storm damage claims, we take into account the following questions, and if any of the answers are no then it's likely a claim won't succeed:

- *Were there storm conditions?*
- *Is the damage consistent with storm type damage?*
- *Was the storm the main or dominant cause of the damage?*

Mr B's policy defines a storm as:

"A period of violent weather defined as:
a. a gale of Force of 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55mph; or
b. torrential rain that falls at a rate of at least 25mm 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."

QIC say there weren't storm conditions at the time of the damage. They said the wind speeds didn't exceed 44mph and therefore the storm definition under Mr B's policy hasn't been met.

Our investigator checked the weather records using both systems we have available, and these also gave weather data in close proximity to Mr B's home. These records showed the windspeeds on the date of loss were ranging from 66mph to 83mph. Having seen the data using the systems we have available (which has also been sent to QIC by the investigator), I'm satisfied that there was a storm, as defined in Mr B's policy, on the date of loss. Therefore, this satisfies question one above.

And in relation to question two above, this type of damage to a garage and main roof could be caused by a storm. So, this potentially satisfies point two.

Along with saying there weren't storm conditions (which I don't agree with), QIC declined the garage roof damage on the basis they say the roof sheets weren't correctly attached and therefore poor workmanship was carried out. So QIC are saying the storm wasn't the main cause of damage (question three above).

Mr B's policy excludes:

"Loss or damage caused by poor workmanship, use of faulty materials (including latent defects) or poor design (a latent defect is a fault which exists but only causes a problem at a later stage under certain conditions)."

I've considered the surveyor report and images provided by QIC, along with the additional images taken by Mr B (which were also sent to QIC by the investigator). Having done so, I'm not persuaded QIC has shown the above exclusion applies here.

The report from QIC's inspecting surveyor says:

"On inspection of the garage roof area the policy holder has had a membrane fitted to the roof area so we are unable to examine the OSB roofing boards but based on the photograph supplied by the policy holder there appears to be no damage boards only the steel profile roofing sheets that were ripped of (sic) the roof along with the perimeter profile. Inside the garage the ceiling has rock wool insulation fitted between the roof beams and this is soaking wet and needing replaced as well."

And it then goes on to say (after also briefly mentioning roof tiles – which I'll consider separately below):

"We can confirm that the damage is consistent with that of storm damage. However, the reported wind conditions on the day of the reported incident have been reported as 44mph so we submit our report for consideration as other area on this day within the region were recorded as 81mph 24 miles away.

As the reported wind speeds for the day of the reported peril are 44mph and do not meet the required wind speeds for storm damage we submit the report for in house review as reported wind speeds elsewhere have been in excess of 70mph."

So, from this, it seems that the surveyor was satisfied the damage was consistent with storm damage (aside from the weather conditions which I've talked about above). However, this was then overturned by QIC internally. They said there are no signs of tear or stress to the corrugated sheets which indicates they weren't held on correctly and the fixings weren't adequate.

However, I agree with our investigator. The images clearly show distorted holes in the roof sheeting where the fixings were previously in situ. It looks like the roof has been pulled from the fixings by the storm conditions at the time, which has then left the distorted holes. And the panels themselves are suffering distortion too. I don't agree with QIC when they say the fact there isn't damage to the boards below shows there was poor workmanship to the panels. In fact, the perimeter edges of the below material have also suffered damage at the same time.

So, I'm not minded to agree with QIC's later view that the roof panels weren't correctly attached, or the damage was as a result of poor workmanship. I don't think the surveyor report and images provided support QIC's later conclusions either. Instead, the surveyor concluded it was consistent with storm damage.

Having taken everything into account, I'm minded to conclude QIC needs to deal with Mr B's storm damage claim for his garage roof in line with the remaining policy terms. If any cash settlement is made for repairs already carried out, 8% simple interest needs to be added from the date Mr B paid the invoice to date of settlement.

Mr B's main roof also suffered damage during the storm. QIC declined this part of the claim – again following internal review. They said the tiles have slipped due to a deterioration of the fixings, rather than as a result of the storm. So QIC relied on the following exclusion in Mr B's policy:

"Loss or damage as a result of gradual causes including:

- wear and tear;*
- fall in value over time;*
- gradual deterioration (whether you were aware of it or not);*
- exposure to sunlight to atmospheric conditions;*
- normal settlement;*
- warping or shrinkage;*
- rusting or corrosion;*
- wet or dry rot (regardless of the cause);*
- fungus, mildew or mould;*
- infestation (for example by vermin); and*
- costs that arise from using or maintaining your building and contents normally."*

However, QIC's surveyor report and images from the inspection don't support that the tiles have slipped due to a deterioration of their fixings. Instead, the images show displaced tiles, and no reference to, or visible evidence of, the fixings being deteriorated. And the surveyor report (who actually attended) also concluded:

"The damager (sic) to the house roof is to the rear of the property where a number of slates have been ripped away from the roof and needing to be replaced."

It then goes on to say, as I've also quoted above:

"We can confirm that the damage is consistent with that of storm..."

As there hasn't been anything provided which demonstrates the cause of damage is the result of deterioration of the tiles fixings, the surveyor originally concluded it was consistent with storm damage, the images support that, and there were storm conditions at the time, I'm minded to conclude QIC also need to deal with this part of Mr B's storm damage claim in line with the remaining policy terms. If any cash settlement is made for repairs already carried out, 8% simple interest needs to be added from the date Mr B paid the invoice to date of settlement.

Mr B has also said damage was caused to his car by the debris from the roof. QIC said that there isn't cover under Mr B's policy for that, so he would need to approach his car insurance.

I've had a look at Mr B's policy terms and can't see that this would be covered. Therefore, I don't think that QIC was unreasonable in declining this part of Mr B's claim and directing him towards his car insurance.

QIC offered Mr B £125 compensation for delays and giving him incorrect information during his claim. However, for the reasons outlined, I'm minded to conclude QIC acted unfairly when declining the main and garage roof damage. It's clear this has caused Mr B distress and inconvenience as a result of that – incorrect in my view - claim decision and I don't think the compensation already offered is reasonable for that.

Unless anything changes as a result of the responses to my provisional decision, in addition to the £125 compensation already offered by QIC, I'm minded to direct QIC to pay Mr B a further £100 compensation taking the total to £225."

So, I was minded to uphold the complaint in part and to direct QIC to deal with Mr B's garage and main roof storm damage claim in line with the remaining policy terms. I said if any cash settlement was made for repairs already carried out, then 8% simple interest should be added from the date Mr B paid the invoice to the date of settlement. And, I said I was minded to direct QIC to pay a further £100 compensation, taking the total amount to £225.

The responses to my provisional decision

QIC didn't respond to my provisional decision by the deadline.

Mr B responded. He said that by the time he had managed to source funds to arrange repairs, and the temporary cover had been removed, the roof sheets had suffered damage. He said by that point, the cost of materials had also risen.

Mr B also said that his car had been off the road for the winter, and insurance is only a requirement whilst it is used on the road. He says that whilst it was insured, he doesn't see why he should have to claim under his car insurance and potentially lose 13 years no claims discount for something which wasn't his fault.

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.

And I've thought carefully about the conclusions I came to in my provisional decision. Having done so, my final decision remains the same as my provisional decision, and for the same reasons.

I note Mr B's comments about the repairs he completed, and the costs incurred. As I said in my provisional decision, unless anything changed as a result of the responses to my provisional decision (which it hasn't), then I'd be directing QIC to deal with Mr B's garage and main roof claim in line with the remaining terms of his policy.

If Mr B accepts my final decision, he'll need to liaise directly with QIC so they can deal with his claim in line with the remaining terms of the policy. If ultimately Mr B is unhappy with the settlement offered by QIC, he'd need to raise a new complaint about that with QIC in the first instance. But at this stage, I'm only directing QIC to deal with the claim in line with the remaining policy terms, the quantum itself for the claim doesn't form part of this complaint.

I also note Mr B's comments that he doesn't see why he should potentially lose 13 years no claims discount from his car insurance due to damage which is no fault of his own. However, the damage to his car also isn't the fault of QIC, instead it is as a result of the storm which occurred. And as the damage to Mr B's car isn't covered under his policy with QIC, and they aren't responsible for the damage which occurred, I can't reasonably direct them to cover the cost of the damage outside of the terms of Mr B's policy.

Neither party provided anything which led me to depart from the provisional conclusions I reached, so my final decision remains the same as my provisional decision, and for the same reasons.

My final decision

It's my final decision that I uphold this complaint in part and direct QIC Europe Ltd to:

- Deal with Mr B's garage and main roof storm damage claim in line with the remaining policy terms.
- If any cash settlement is made for repairs already carried out, 8% simple interest needs to be added from the date Mr B paid the invoice to date of settlement.
- Pay Mr B a further £100 compensation, taking the total compensation to £225.

*If QIC Europe Ltd considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr B how much it's taken off. It should also give Mr B a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

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

Callum Milne
Ombudsman