

## **The complaint**

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

## **What happened**

Mr C and Mrs C contacted QIC to make a claim when they found damage to their roof following a storm. This included a cowl hitting the roof, which they thought had fallen from their chimney. QIC sent a surveyor to assess the damage and then declined the claim, as it said the main cause of the damage was wear and tear to the roof, which wasn't covered by the policy.

A short time later, Mr C and Mrs C contacted QIC again and said a roofer had now found that the cowl had come from a neighbour's roof. They asked QIC to reopen the claim. QIC replied and said if the cowl was from a neighbour's roof, Mr C and Mrs C would need accidental damage cover, which they didn't have. When Mr C and Mrs C complained, QIC maintained its decision to decline the claim.

So, Mr C and Mrs C complained to this service. Our investigator upheld the complaint. She said the evidence indicated storm conditions had caused the cowl to hit Mr C and Mrs C's roof. She said the damage should be dealt with under the storm part of the policy. She said QIC should pay for the damage caused by the cowl and pay interest on that amount and that it should also pay £100 compensation.

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.

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 checked the weather conditions around the time the damage was found. This showed windspeeds of up to 74mph, which would normally be considered hurricane strength winds. I think hurricane winds could cause damage to a roof like those identified here. So, I think the answer to the first two questions is yes.

So, I've thought about the third question, which is about whether the storm was the main cause of the damage. I should note that I'm only considering the damage caused by the

cowl. Mr C and Mrs C seemed to accept the damage to the rest of the roof was mainly due to wear and tear. But for completeness, having looked at the surveyor's report, I think it was fair for QIC to decline the claim for the rest of the damage.

Mr C and Mrs C initially thought the cowl, which had cement attached to it, had fallen from their chimney. When QIC's surveyor visited, they assessed the condition of the roof and identified various areas of wear and tear, which they said was the main cause of the damage. A couple of weeks later, a roofer went onto Mr C and Mrs C's roof and found that the cowl hadn't come from their roof, but was from a neighbour's roof. Mr C and Mrs C told QIC what had been found. QIC said that if the cowl came from a neighbour's roof, this would only be covered as accidental damage, but Mr C and Mrs C don't have that cover. QIC has also said that although it didn't inspect the neighbour's roof, it wouldn't expect a cowl to detach from a chimney stack unless it had already been compromised.

Although QIC has said damage caused by the neighbour's cowl can only be covered if there is accidental damage cover in place, I don't agree. Mr C and Mrs C have cover for storm damage under the policy, so it needs to be considered whether the circumstances are covered by that. It is my understanding that during the hurricane force winds, a cowl with a sizeable amount of cement attached to it detached from a neighbour's chimney, flew through the air and struck Mr C and Mrs C's roof causing damage. In my view, the hurricane strength winds are more likely than not to have been the main cause of the cowl and cement striking Mr C and Mrs C's roof, resulting in the damage caused. So, I think the storm was the main cause of the damage. I'm also not persuaded it is fair to apply the wear and tear exclusion in the circumstances of this claim. As a result, I think QIC should deal with the damage under the storm part of the policy.

Having thought about the circumstances of this complaint, I uphold it. As Mr C and Mrs C have already had the work carried out to repair the roof, I require QIC to pay the cost of the damage caused by the cowl and cement hitting the roof and to pay interest on that amount. I also require QIC to pay Mr C and Mrs C £100 compensation for the distress and inconvenience caused to them by the handling of this claim.

### **Putting things right**

QIC should pay a cash settlement for the damage caused by the cowl and cement hitting the roof and pay interest on that amount. It should also pay £100 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:

- Pay a cash settlement to Mr C and Mrs C for the damage caused by the cowl and cement hitting the roof based on the amount they paid for the work to be carried out.
- Pay 8% simple interest on that amount from the date on which Mr C and Mrs C paid for the work to the date on which the cash settlement is paid.
- If QIC Europe Ltd considers that it's required by HM Revenue & Customs to deduct income tax from the interest, it should tell Mr C and Mrs C how much it's taken off. It should also give Mr C and Mrs C a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.
- Pay £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 22 February 2023.

Louise O'Sullivan  
**Ombudsman**