

The complaint

Mr and Mrs O complain that QIC Europe Limited ('QIC') declined a claim on their home insurance for damage to their roof during a storm.

QIC used a third party company to handle Mr and Mrs O's claim and most of their correspondence has been with this company rather than directly with QIC. For the avoidance of doubt, any reference to QIC includes its agents, including the claims handling company.

What happened

- On 18 February 2022, during storm Eunice, tiles were blown off Mr and Mrs O's roof, landing on and causing damage to their conservatory roof.
- QIC's surveyor inspected the damage on 14 March 2022. He concluded: "*The main roof displayed signs of damage consistent with recent storm, evident by partial displacement of the concrete ridge and roof tiles at the apex. The rear uPVC lean-to conservatory also sustained consequential impact damage as a result of the fallen ridge/roof tiles impacting upon the polycarbonate roof sheets and glazing bars.*"
- The surveyor told Mr O to get quotes for repairs. He later told Mr O to go ahead with repairs to the main roof and send the invoice to QIC for reimbursement.
- The company that supplied their conservatory ceased trading in lockdown, so Mr O's builder couldn't source roof bars to replace the damaged ones. The builder's quote for replacing the conservatory roof was £10,237.
- QIC declined the claim. It said the roof tiles came loose because the mortar had deteriorated gradually over time. It said this meant the main cause of damage was wear and tear, not a storm, so wasn't covered by Mr O's policy.
- Mr and Mrs O don't understand why QIC declined their claim when its surveyor agreed the damage was caused by the storm. They want QIC to settle their claim.
- Our investigator recommended that Mr O's complaint should be upheld. She thought QIC's on-site surveyor was more likely to be right that the storm caused the damage. She didn't think QIC had shown the damage was due to wear and tear, so didn't think it was fair for it to decline the claim. She asked QIC to settle Mr and Mrs O's claim, refund them £300 (plus interest) for repairs already done to their tiled roof, and pay them £200 compensation for the inconvenience QIC caused them.
- QIC disagreed with our investigator, so the case was passed to me for my final decision.

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.

- I agree with our investigator's comprehensive assessment of this complaint.
- Section 1.3 of their policy booklet shows Mr and Mrs O are covered for loss or damage caused by a storm.

- Both parties agree there were storm conditions the day the roof was damaged.
- I agree with the findings of the surveyor who visited Mr O's property that the damage was consistent with being caused by storm Eunice.
- I don't accept QIC's later claim that photos of the roof show the tiles came off due to the gradual deterioration of mortar, or its argument that the tiles that were blown off the roof were already loose.
- I'm satisfied, therefore, that the damage to the main roof and consequential damage to the conservatory roof were both caused by the storm.
- This means I'm satisfied the damage to both roofs is covered by Mr and Mrs O's policy. QIC should settle the rest of the claim so they can have their conservatory roof repaired.

My final decision

My final decision is that I uphold the complaint and require QIC Europe Limited to:

- Settle Mr O's claim in line with the policy settlement terms.
- Refund Mr and Mrs O £300 for the repairs to their tiled roof, plus interest at 8% per annum from the date they paid their builder to the date of settlement.
- Pay Mr and Mrs O £200 to reflect the inconvenience QIC's handling of their claim has caused them.

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

Simon Begley
Ombudsman