

The complaint

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

What happened

Mr T and Mrs T contacted QIC to make a claim for storm damage to their roof. QIC said it would send a surveyor. Mr T and Mrs T arranged for a temporary repair to their roof. However, the repair failed. So, Mr T and Mrs T arranged for a permanent repair to be carried out to prevent further damage. The day the roof was being repaired, QIC's surveyor also visited. Following this, QIC declined the claim. It said the roofer had told the surveyor the damage was due to poor workmanship.

When Mr T and Mrs T complained, QIC maintained its decision to decline the claim. It said Mr T and Mrs T has breached the terms of the policy by having a permanent repair carried out before the surveyor could inspect the damage.

So, Mr T and Mrs T complained to this service. Our investigator upheld it. She said QIC hadn't properly assessed the claim based on the information available to it. She also said QIC should deal with the internal damage. She said QIC should re-assess the claim.

As QIC didn't agree, the complaint was referred to me.

I issued my provisional decision on 9 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, it isn't in dispute that there was a storm around the time of the damage. I've checked the weather conditions and can see there were windspeeds that would be regarded as storm conditions. I also think a storm could cause damage to a roof. So, I think the answer to the first two questions is yes.

I've then thought about the third question and the roof damage. QIC has said Mr T and Mrs T said prejudiced the claim by carrying out a permanent repair. From what I've seen, Mr T and Mrs T initially carried out a temporary repair. However, this wasn't successful and the roof and the internal damage continued to deteriorate. QIC was unable to send a surveyor any earlier, so Mr T and Mrs T carried out the permanent repair as they thought this was the best way to stop the damage getting any worse. They also took photos of the damage and provided this to QIC.

The surveyor visited on the day the roof was being repaired. He spoke to the roofers and saw some of the debris that had been removed from the roof. The claim was then declined on the basis of the surveyor's understanding of what he had been told by the roofers. I can understand that QIC would have wanted to see the roof before any permanent repairs were carried out. However, I can also see that Mr T and Mrs T tried a temporary repair that failed and then needed to take further action because water continued to enter their home and make the damage worse. The only option available to them seemed to be a permanent repair.

Mr T and Mrs T disagreed that their roofer said the roof damage was the result of poor workmanship. They provided this service with their roofer's assessment of the roof. This said the roof was partially bonded and fixed with some nails and that the surveyor had reached his own conclusions about this. The roofer described previous inspections of the roof over recent years and said it was in good working order. The roofer said that in his opinion the damage was the result of the storm.

Our investigator passed this report and some photos to QIC and asked it to consider them. When QIC replied, it said its position had been prejudiced by the work being carried out. It said that as it had been told the roof hadn't been fitted correctly, it went along with that advice. It said that if the roofer was now going back on his comments, it couldn't now validate the claim as all of the evidence had been removed.

I think QIC was provided with a range of information by Mr T and Mrs T. The surveyor was also able to assess the condition of at least some parts of the roof if he had wished to do so, such as the parts that were on the ground during his visit. QIC seems to have relied on the surveyor's explanation of what the roofer said. However, when it has been provided with the roofer's first-hand assessment of the roof, it seems to have dismissed this. I don't think QIC has acted fairly. QIC seems unwilling to consider the roofer's findings and instead has said Mr T and Mrs T prejudiced the claim. The work wasn't complete when the surveyor visited and he could have carried out more of an inspection when he was at the property, but didn't do so.

So, I need to decide on the balance of probabilities whether I think the storm was the dominant cause of the damage. I'm aware what the surveyor said he was told by the roofer. But I think the first-hand evidence provided by the roofer is the most reliable. This describes the condition of the roof when it had previously been inspected. It also described the condition of the roof following the storm. The roofer concluded that the storm was the most likely cause of the damage. Even if there were some issues with the condition of the roof, a storm doesn't need to be the only cause, it needs to be the main cause. Based on what I've seen, I think it's fair to conclude that the storm was the main cause of the damage.

There was also internal damage. The surveyor didn't consider this because Mr T and Mrs T didn't have accidental damage cover. In my view, the surveyor should have considered the internal damage anyway, as this could have been the result of the storm, even if he didn't think the roof damage was. I've seen the photos of the internal damage. I haven't seen anything to suggest there was evidence of internal damage before the storm. The damage seems to have happened as a result of the storm and then got worse when the temporary repair failed.

So, thinking about all of the above, I currently intend to uphold this complaint and to require QIC to settle the damage for the roof and the internal damage. I'm aware Mr T and Mrs T have already had the work carried out to the roof. So, I currently intend to say QIC should pay the cost of the roof repair. For the internal damage, I currently intend to say QIC must deal with the damage covered by the claim in line with the terms and conditions of the policy.

If Mr T and Mrs T have already had the work carried out, QIC must pay them those costs. For any cash settlement made for works already carried out, QIC must pay interest on that amount because Mr T and Mrs T lost use of that money.

I also think Mr T and Mrs T will have been caused distress and inconvenience by how their claim was handled and the decision to decline it. So, I also currently intend to say QIC should pay £150 compensation.

I asked both parties to send me any more information or evidence they wanted me to look at by 6 January 2023.

Mr T and Mrs T confirmed they had nothing further to add. QIC didn't reply.

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 the complaint and for the reasons given in my provisional decision. I haven't found any reason to change my decision or what I require QIC to do to resolve the complaint.

Putting things right

QIC should pay the cost of the roof repairs carried out and settle the claim for the internal damage. For any cash settlement, it should pay interest on that amount. QIC should also pay £150 compensation.

My final decision

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

- Pay Mr T and Mrs T the cost of the roof repairs carried out.
- Settle the claim for the internal damage, including the costs of any works Mr T and Mrs T have already carried out.
- For any cash settlement that is for costs already paid by Mr T and Mrs T, it must pay 8% simple interest on that amount. This should be calculated from the date on which Mr T and Mrs T made the payment to the date on which QIC settles the claim.
- Pay £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and Mr T to accept or reject my decision before 9 February 2023.

Louise O'Sullivan
Ombudsman