

The complaint

Mr and Mrs B complain about QIC Europe Ltd's (QIC) decision to decline their claim for storm damage, having initially accepted it, under their home buildings insurance policy.

What happened

Mr and Mrs B say that during high winds in November 2021 a roof ridge tile was "dismantled". They say this was replaced in December. The roof was checked over by a roofer to see if there as any disrepair or deterioration. At the end of January 2021 Mr and Mrs B say high winds dislodged several ridge tiles and moved some of the roof tiles at the rear of their property.

Mr and Mrs B say one of the ridge tiles fell off the roof damaging a metal gazebo. They contacted QIC and were told they could claim for both the roof and the gazebo. QIC arranged a survey of the damage in mid-February 2022. Following this it offered to settle the claim with a payment of £400.

Mr and Mrs B obtained an estimate for the roof repairs. They say the work would cost at least £1,000. Because of this they instructed QIC to carry out the repairs. At the end of February 2022, they were told that the gazebo was considered to be "contents out in the open" and wasn't covered under their policy. Mr and Mrs B say QIC sent a contractor to visit at the beginning of March. It then told them in mid-March that it would make contact again once it had reviewed the contractor's report.

Mr and Mrs B chased QIC for an update at the beginning of June 2022. They received a call in mid-June telling them their claim was now being declined. This was followed up with a written response about a week later. The letter explained that Mr and Mrs B's claim had been reviewed by QIC's in-house surveying team. It says although there were strong winds at the time of the damage, an examination of the photos its field team had taken showed deterioration of the mortar bedding under the ridge tiles.

QIC says this deterioration is something that has happened gradually over time due to cyclical exposure to the elements and the freeze/thaw effect. It points to its policy terms that exclude damage caused in this way.

QIC offered Mr and Mrs B £100 compensation because of the delay in confirming its decline decision. They complained, but QIC didn't change its decision. Because they disagreed with QIC's decision Mr and Mrs B decided to refer the matter to our service. Our investigator upheld their complaint. She didn't think the quality of the zoomed-in photos QIC had referred to was clear enough to make the determination it had. She says the lifted tile QIC highlighted was still attached to the roof, so it was fair to say there was still mortar in place holding it on.

Our investigator also points out that the photos were taken after the storm. She thought the gaps between the ridge tiles and mortar that QIC highlighted, could've been due to movement caused by the strong winds. She points to the field surveyor's report that refers to the property as in a fair state of repair. Excluding the recent roof damage, she thought this was a reasonable assessment.

The investigator also highlights the repairs carried out to Mr and Mrs B's roof in December 2021. She says the roof was checked for signs of deterioration, and it was reported to be in a sound condition. She thought it unlikely that significant wear and tear had occurred between this time and the time of the damage.

Our investigator didn't think QIC's in-house surveying team's opinion should carry more weight than the field surveyor. She says the field surveyor is the one who actually attended the property. Because of this she thought the field surveyor's opinion was more persuasive. Our investigator says QIC should settle the claim in line with the remaining terms and conditions and pay Mr and Mrs B £250 compensation for the inconvenience it caused them.

QIC disagreed with this outcome and asked for an ombudsman to consider the complaint.

It has been passed to me to decide.

I issued a provisional decision in January 2023 explaining that I was intending to partially uphold Mr and Mrs B's complaint. Here's what I said:

provisional findings

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 my intention is to uphold this complaint in part. I understand this will be a disappointment for Mr and Mrs B. But I will explain why I think my decision is fair. There are three questions we take into consideration when determining whether a claim for damage relates to a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?*
- Is the damage claimed for consistent with damage a storm typically causes?*
- Were the storm conditions the main cause of damage?*

If any of the answers to the above questions are no then an insurer can generally, reasonably decline a claim.

QIC doesn't dispute that storm conditions were experienced at the time of Mr and Mrs B's loss. I've seen the weather report it provided which shows wind speeds in excess of the definition contained in its policy wording. I'm satisfied there were storm conditions and so I can move on to the second question.

The damage reported was to ridge and roof tiles that had been blown off or dislodged by the storm force winds. One of the tiles had landed on a metal gazebo in the back garden.

I think roof tiles that have been blown off by strong winds can be considered typical of damage caused by a storm. So, the answer to question two is also yes. Again, this point isn't disputed by QIC.

The final point I must be satisfied with, is that the storm conditions were the main cause of the damage. To understand whether this was the case I've read the report provided by QIC's field surveyor. This says:

"the main roof was missing 10 ridge tiles to the rear hip area and several plain tiles were out of alignment and sitting high due to wind moving them, an access tower is required to

replace the ridge tiles and refit the tiles. the fallen tiles damaged a metal framed gazebo which is beyond repair and requires a replacement."

The surveyor estimated the damage repair costs to be £485.08.

I've also read the report provided by QIC's in-house surveying team. This says:

"Reviewed the claim from images available and it is clear to see that the ridge tile bedding mortar has gradually deteriorated. This damage has occurred due to the cyclical exposure of the elements and the resulting freeze/thaw effect. This is where moisture get into a defect in the mortar. This moisture then freezes, causing the defect to get bigger and the bond to brick to breakdown. This repeatedly occurs over the years until the mortar reaches the end of its serviceable life. This is excluded both in the general exclusions for gradual deterioration and the storm exclusion for something that has happened gradually."

In addition, I've looked carefully at the photos taken by the field surveyor, including the magnified sections highlighted by QIC.

I'm not a surveyor and must rely on the expert opinion of those who are. The in-house surveying team provides a detailed account of the de-bonding effect between the tiles and mortar. It points to a gap that can be seen on the photos between the ridge tiles and the mortar. This can clearly be seen on the photos provided. It also points to a remaining ridge tile that has de-bonded from the mortar. I can from this photo that although the ridge tile is still partially attached to the roof, there are large sections of mortar missing where QIC states the de-bonding effect has occurred. Most of the ridge tiles on this section of the roof are missing in the photo. Mortar can be seen still in place on the ridge where the tiles have come away.

Having considered both of the reports and the photos provided, I'm more persuaded that the underlying cause of the damage is due to gradual deterioration of the mortar overtime. I don't dispute that the strong winds caused the ridge and roof tiles to become dislodged, and some to be blown off the roof. But a well-maintained roof, in good condition, should be able to withstand storm force winds, such as that Mr and Mrs B experienced. I think QICs view that the tiles had de-bonded from the mortar allowing the wind to lift them off the roof, is what most likely happened here.

I note Mr and Mrs B's reference to a roofer having checked their roof prior to the damage occurring. However, QIC's surveying team has highlighted areas where the mortar isn't in a good condition. So, although I acknowledge their comments, I'm not persuaded that this shows the surveying teams assessment is inaccurate.

I think it's reasonably been shown that the storm force winds have acted to reveal the deteriorated state of the mortar. But the storm wasn't the main cause of the damage. Mr and Mrs B's policy terms say:

"Storm: We don't cover: ... anything that happens gradually."

And under "General Exclusions" the terms say:

"We don't cover the following: Any gradual or maintenance-related loss or damage"

I think the terms are clear that gradual causes are excluded from cover. Based on this evidence I'm satisfied QIC fairly declined Mr and Mrs B's claim for the reasons it gave.

I've also thought about the damage caused to Mr and Mrs B's gazebo by the roof tile. They

have accidental damage cover, which on the face of it would seem to include the damage caused here. However, QIC says the damage is excluded as the gazebo is considered to be "contents out in the open". I've looked at what the policy terms say. Under the contents section it states no cover is provided for "contents in the open".

I've checked whether Mr and Mrs B's gazebo should be considered under the buildings cover provided by the policy. I don't think it should. The policy provides a list of structures that are covered. A gazebo isn't one of these, and from what I've seen I don't think it meets with the definition of a permanent structure.

Having considered all of this I don't think it was unfair for QIC to decline Mr and Mrs B's claim. But it did take over four months to confirm its decision having initially told them their claim had been accepted. This was clearly distressing for Mr and Mrs B as well as inconvenient. I've not seen a reasonable explanation why it took so long to review the field surveyor's initial findings.

In these circumstances I think it's fair that QIC pays Mr and Mrs B compensation. I agree with our investigator's findings that £250 is reasonable.

I said I was intending to partially uphold this complaint and QIC should:

- pay Mr and Mrs B £250 compensation for the distress and inconvenience it caused.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

QIC responded to say it accepted my provisional decision.

Mr and Mrs B didn't respond with any further comments or information for me to consider.

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.

As neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that QIC Europe Ltd should:

- pay Mr and Mrs B £250 compensation for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 10 April 2023.

Mike Waldron
Ombudsman