

The complaint

Ms S is unhappy a storm damage claim she made under her home insurance policy has been declined by QIC Europe Ltd (QIC).

What happened

In February 2022 Ms S' garage was damaged during bad weather, so she made a claim to QIC, her building and contents insurer.

QIC appointed a surveyor who inspected the damage. They declined the claim as they said the damage was the result of historic issues highlighted by the storm. As Ms S was unhappy with the claim decision, QIC appointed another surveyor, however the claim decision remained the same.

Ms S asked this service to look into things.

Our investigator considered the complaint and upheld it in part. He said that he thought the garage walls had historic pre-existing issues which were highlighted by the storm. So, he said QIC hadn't acted unfairly by declining that part of the claim.

However, he didn't think QIC had shown the roof damage was the result of historic issues. Therefore, he said QIC should reassess that part of the claim in line with the remaining policy terms, with 8% interest added to any cash settlement.

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

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 reached the same outcome as our investigator.

Ms S' policy provides cover for storm damage, which is defined as:

“Storm

A period of violent weather defined as:

- a. a gale of Force 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.”*

However, QIC has referred to the following in the general conditions to decline the claim:

“Reasonable care and preventing loss

- a. You must take all necessary and reasonable steps to prevent or limit accident, injury, loss or damage to your buildings and contents or liability to others.*
- b. You must make sure that your buildings are maintained in a good state of repair.”*

And:

“Maintenance

A well-maintained building should withstand all but the most severe weather conditions. It is important to remember that you are responsible for maintaining your home in a good state of repair. If the buildings have not been maintained in a good state of repair, when assessing a claim, we will take into account the condition of your property and we may refuse to pay the claim or we may reduce the amount of any payment we make for the claim.”

And:

“Existing damage

Loss or damage which happens before your insurance policy starts”

As there are two areas of damage being claimed for, I'll consider each separately.

The damage to the walls

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?

There were wind speeds of up to 69mph when the loss occurred, so this meets the definition of a storm as outlined in Ms S' policy. QIC accept there were storm conditions at the time the damage was caused, so I don't need to make a decision on this point.

And a storm *could cause* this type of damage. So, question two has also potentially been satisfactorily answered.

However, QIC says the cracking and damage to the wall is historic and is evidence of a pre-loss poor condition, which has been highlighted by the weather at the time.

I've considered all the information provided, and on balance, I'm persuaded by what QIC says here. QIC has explained the walls aren't tied to each other and are leaning out, and there is extensive cracking as a result, and the weather has highlighted the pre-existing issues. The images of the walls do appear to support those conclusions reached by QIC.

Having considered all the information, I'm persuaded by what QIC says here. So, I don't think they've acted unfairly by declining the claim for the damage to the walls.

The damage to the roof

I've considered the roof damage in line with the three questions outlined above. Again, question one has been satisfied, and this type of damage *could be* caused to a roof during a storm, so both question one and two have been satisfied here.

QIC declined the damage to the roof as they say it is suffering from historic issues which have been highlighted by the weather, rather than the storm being the dominant cause of the damage (question three). However, I don't agree with what QIC says here. I'll explain why.

QIC's first surveyor said:

"...garage showed signs of age and in our opinion any adverse weather condition has only highlighted any pre-existing issues."

But they haven't provided any information around how they reached that conclusion about the roof. QIC also were of the same view that there wasn't enough information to support that outcome, so a second surveyor was then appointed by QIC to inspect the damage.

The second surveyor said:

"...evidence of strength of winds can be noted by the manner in which the sheets were ripped off the structure, shearing numerous fixings completely."

And:

"It is unclear whether the structure issues had any bearing upon removal of the roof itself, as very obvious extreme weather had been present."

So, this surveyor recognised the severe weather, and said it was unclear to them whether the condition of the walls had any bearing on the roof damage given the way the roof had detached from the fixings.

Ms S' own builder also said:

"...it is structurally sound, this can also be said of the roof. The sheeting was not rotten or weakened where fixed (which can be consistent with age) in any place that we could see, the timbers were not rotten and showed little signs of damp. There are other garage blocks in the vicinity that are of the same build and condition that have not been damaged, which leaves us to the (sic) conclude the damage was sustained purely by the extreme weather/storm. Had this not occurred then we have no doubt the garage and roof would be intact and sound."

And the images provided seem to support both what the second surveyor and Ms S' own builder have said. I say this because the beams don't appear to be suffering any historic signs of wear or issues, and the metal fixings holding the roofing sheets in place before the weather event remain in situ, and the roof has been ripped from that – as recognised by QIC's second surveyor. So this persuades me the storm weather was, on balance, the dominant cause of damage to the roof.

QIC later said:

"The condition of the garage walls, certainly allowed wind to highlight the overall condition of the garage and exposed the garage roof to wind. We are of the opinion that had the garage been in better condition, the wind would not have caused this damage."

But QIC haven't provided anything to support that, and their own surveyor reached a different conclusion, and wasn't able to determine the two were connected, despite actually seeing the roof.

Having taken everything into account, on balance, I'm persuaded here that the storm was the dominant cause of the damage to the roof. Therefore, QIC need to reassess the claim for the roof in line with the remaining policy terms.

From my understanding, Ms S has since paid to have the roof repairs completed. Therefore, if there is a cash settlement due, 8% simple interest will also need to be added by QIC from a month after the claim was made to date of settlement. This is to take into account it would always have taken time to review the claim after it was made.

Ms S hasn't sent this service a copy of the repair invoices for the garage roof, so if she accepts my final decision, she'll need to send these to QIC for consideration. And if after that Ms S is unhappy with whatever settlement is ultimately offered by QIC, she'd need to raise this with QIC in the first instance, before referring it back to us subject to our usual rules and timescales.

However, whilst I'm not deciding the settlement amount here, Ms S has sent this service a copy of an invoice for asbestos roof sheet removal. Ms S would need to present that to QIC in the first instance. But the report from QIC's surveyor does mention the likely presence of asbestos which needs removing, so QIC would need to take this into account when reassessing the claim.

My final decision

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

- Reassess Ms S' claim for the storm damaged roof in line with the remaining policy terms
- Add 8% simple interest* to any cash settlement payment from one month after the claim was made to date of settlement

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 1 May 2023.

Callum Milne
Ombudsman