

## **The complaint**

Mr A and Miss H complain about how QIC Europe Ltd (“QIC”) dealt with their claim for damage following an escape of water at their home.

Any reference to QIC includes its agents.

The home insurance policy is in joint names but, for ease of reading, I’ll refer only to Mr A throughout my decision.

## **What happened**

Mr A has home insurance with QIC. The policy ran from September 2021. The policy is designed to provide cover for loss or damage to the property, caused by fire, smoke, explosion, lightning, earthquake, flood, storm, escape of water, theft and falling objects, amongst other things.

A number of roof tiles had become dislodged following a storm and so Mr A submitted a claim to QIC.

Following a survey the insurer declined the claim since the damage was gradual and so not covered by the terms of the policy.

Mr A requested a copy of the survey which said part of the claim detailed a recommended settlement value. And when he raised this with QIC it rejected it. Mr A isn’t happy since he would have been unaware of the recommended settlement value had he not requested a copy of the survey.

Mr A says he had to arrange the repairs himself and wants QIC to financially compensate him with the recommended settlement value of the claim in accordance with the terms of the policy. So he complained to QIC.

QIC said the claim was considered under the storm section of the policy. It said it was satisfied there were storm conditions at the time of the incident. QIC said the surveyor confirmed cover for the damage sustained to the rear hip and this was referred for a technical review. Following the review QIC said there was no cover for any element of the claim. QIC said this was because the photos show areas of new mortar where maintenance has been carried out. But the affected areas appear to be areas that were not maintained and show evidence of perished mortar. And so it said the gradual or maintenance related exclusion applied. QIC maintained the claim was correctly declined. It apologised for incorrectly advising him part of the claim would be considered and offered £100 to reflect this.

Mr A wasn’t happy with the response from QIC and so he referred his claim to this service. Our investigator looked into things for him. She upheld the complaint and said based on the evidence she thought it more likely than not the storm was the main cause of the damage. She said QIC unreasonably declined the claim and so it should settle the claim for the rear hip damage and pan tiles, plus 8% simple interest, together with £100 compensation.

QIC didn't agree. It said the images show there was insufficient remaining mortar on the tiles and so the storm couldn't be said to be the cause, since it would expect to see some remaining mortar on the tile itself.

Because QIC didn't agree the complaint has come to me to decide.

### **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 consider storm damage we consider three main issues;

1. Were there storm conditions 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?

It is only if the answer to all three questions is 'yes' that we can say the damage was most likely caused by a storm. I need then to go on and consider whether the exclusion for wear and tear/gradual cause applies.

#### *1. Were there storm conditions?*

There is no dispute that there were storm conditions around the time of the damage. QIC have accepted this. Wind speeds were in excess of 70mph. So it's clear this condition was met.

#### *2. Is the damage claimed for consistent with damage a storm typically causes?*

The damage here is the ripping off of some tiles. I think that is consistent with the damage caused by strong winds, and the surveyor also agrees part of the damage was due to the storm. The issue to decide is whether the condition of the roof was the *main* cause of damage, or whether the wind caused it.

#### *3. Were the storm conditions the main cause of the damage?*

The scale referred to in the policy describes the sort of weather that happened here as, "a *period of violent weather*." I think the weather was well capable of causing damage to a roof, even a well maintained one. Such strength of wind is extremely rare in the UK.

The policy itself says, "*properties are designed to withstand all but the most extreme weather conditions*." I think it's fair to say hurricane force winds come under the definition of extreme weather.

The surveyor's report says he, "*noted all the hip tiles had slipped as the front hip is protruding over the hip iron. We consider this to indicate the mortar bedding has failed*." And so the front of the property can't be considered under the terms of the policy. And I think that's reasonable.

I have considered the report carefully. It says, "*we are of the opinion the damage to the rear hip ridge can be considered. Whilst there is some evidence of perishing to the pointing at the edges of the ridge tiles, the mortar appears to be largely intact and there is mortar residue remaining on some of the ridge tiles*." The report goes on to say, "*we are therefore satisfied that the damage to the rear hip ridge is the result of an insured event. Similarly due to these*

*tiles being dislodged, we have also validated the damage to the pan tiles on the rear roof which have been impacted by the falling ridge tiles.”*

The information in the report is detailed and I'm persuaded by what it says. In light of the devastating nature of the weather immediately prior to the incident I'm inclined to think the roof might have had a few years of life left in it, but for the storm. So, on balance, I think it's more likely than not, that the damage to the rear roof was caused by the storm. I also haven't seen any firm evidence the expert's report is incorrect.

Turning to the exclusion, I don't think QIC has shown that this damage happened gradually or was due to wear and tear.

### **Putting things right**

My conclusion is that QIC must cover the damage to the rear roof.

It should;

- pay Mr A's cost of repairing the rear hip ridge and the damage to the pan tiles on the rear roof.
- Add 8% simple interest from when Mr A discharged the invoice to the date UKI pays the settlement.
- QIC has already offered Mr A £100 to apologise for the misinformation provided so it should pay this if it hasn't already done so.

### **My final decision**

My final decision is that I uphold Mr A's complaint for the reasons detailed above. I direct QIC Europe Ltd to settle the complaint as detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and X to accept or reject my decision before 14 July 2023.

Kiran Clair  
**Ombudsman**