

## **The complaint**

Mr M is unhappy that QIC Europe Limited (QIC) declined his claim for roof damage following a storm.

Mr M had buildings and contents insurance underwritten by QIC. Any reference to QIC includes the actions of its agents.

## **What happened**

Mr M claimed under his policy after his garage roof was damaged during a storm in January 2022.

QIC agreed the weather conditions met the policy definition of a storm and appointed a field surveyor to assess the damage.

Mr M had a temporary repair done to protect his garage from further damage.

The field surveyor concluded that the damage wasn't caused mainly by the storm because there was water damage and the felt roof was cracked. The field surveyor said the roof would've already been damaged by wear and tear before the storm, evidenced by debonding. QIC declined Mr M's claim under the policy exclusion of anything that happens gradually.

Mr M didn't think QIC had fairly declined his claim. His builder provided a report stating that the temporary repairs included folding and manipulating the felt roof, which would've caused cracks. Mr M's report said the storm folded the felt roof over, causing a crack, and his roofer said water would've gained access to the roof underneath the felt during the time before the field surveyor visited.

QIC arranged for a further in-house review of the roof damage. It concluded that the first surveyor had accurately determined the cause of damage, so QIC maintained its decision to decline Mr M's claim. He brought his complaint to us.

Our investigator upheld Mr M's complaint. She found Mr M's evidence more persuasive than that provided by QIC because the roofer had been aware of the condition of the roof before the storm. Our investigator thought QIC should pay the repair cost, along with 8% simple interest and £150 compensation in recognition of the delays responding to Mr M and its failure to make its final response available until six months later.

QIC didn't agree. It pointed to two photos of the roof damage explaining that the evidence confirmed pre-existing wear and tear. QIC didn't think it had unfairly declined the claim, so the complaint was passed 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.

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 Mr M's complaint for broadly the same reasons as our investigator. I'll explain.

Ordinarily, I'd address the three questions we ask when considering a complaint about a claim for storm damage:

- Was there a storm?
- Was the damage typical of that caused by a storm?
- Was the damage caused wholly or mainly by the storm.

There's no dispute that there was a storm, and I'm satisfied that roof damage can be typical of that caused by a storm, so I'll only consider the third question here.

### **Was the damage caused wholly or mainly by the storm?**

QIC's evidence includes photos of the garage roof, its field surveyor's report and its in-house surveyor's comment on the report. The field surveyor said the roof was dry and cracked with evidence of water damage underneath the felt where it had debonded from the roof. The in-house surveyor agreed with the comments.

Mr M described the damage. He said the storm blew his garage roof up at the edges and caused it to fold over on itself. His roofer issued a report confirming that the garage roof was in good condition prior to the storm, and that the cracking QIC reported was where the roof had folded over and where he'd moved the felt around when making the roof watertight. The roofer also said that water would've got underneath the felt during the time between the storm and QIC surveying the damage.

As the reports provide conflicting conclusions, I've looked at the evidence to determine which is more likely to have happened based on all the circumstances. Having done so, I find Mr M's roofer's report more persuasive for the following reasons:

- The roofer had seen Mr M's garage roof before the storm and reported it was in good condition.
- The roofer's description of the fold in the felt and his actions when completing the temporary repair seem a plausible explanation for the cracked roof.
- The photos QIC provided showing the full roof suggest it was in an overall good state of repair.
- The 63 mph winds reported on the day could reasonably cause the felt roof to lift.

### **Putting things right**

To put matters right, QIC should reimburse Mr M for the cost of his permanent roof repair. He provided an invoice showing the cost as £890.

As Mr M paid the invoice, QIC should pay 8% simple interest per annum on the repair cost from the date he paid until the date it reimburses Mr M.

Finally, I'm satisfied that the evidence shows QIC failed to communicate in a timely manner with Mr M and that it failed to make its findings available to him until six months after it said the letter was provided. Mr M had to chase its response during that time, causing further

inconvenience. For that, I'm satisfied that £150 compensation is warranted.

### **My final decision**

For the reasons I've given above, my final decision is that QIC Europe Limited must:

- Pay Mr M £890 to reimburse him for the cost of his roof repair.
- Pay 8% simple interest\* per annum from the date he paid the invoice to the date it reimburses his payment.
- Pay £150 compensation by way of apology for the delays and failed communication during the claims process.

\*If QIC Europe Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr M how much it's taken off. It should also give Mr M a certificate showing this if he asks for one, so he can reclaim the tax from HMRC if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 31 July 2023.

Debra Vaughan  
**Ombudsman**