

## **The complaint**

Mr and Mrs B complain that QIC Europe Ltd unfairly declined a claim they made under their home insurance policy.

Mr and Mrs B are joint policy holders. As most of the communication relating to the complaint has been from Mr B, I'll refer mainly to him in my decision.

QIC is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As QIC has accepted it is accountable for the actions of the agents, in my decision, any reference to QIC includes the actions of the agents.

## **What happened**

In November 2022, Mr B arranged for his roof to be repaired after he discovered water leaking through his ceiling. He says he didn't claim on his insurance at the time as he didn't think it would cause any long term damage. However, the ceiling later began to crack, so Mr B contacted QIC to make a claim in January 2023.

QIC declined Mr B's claim and maintained its position after he raised a complaint. It said that the weather conditions on the date the damage initially occurred didn't meet the policy's definition of a storm. Furthermore, QIC's surveyor wasn't able to validate the claim because Mr B's roof had already been repaired when he visited and there was no photographic evidence of the damage. QIC also said that further damage had been caused to Mr B's property due to a delay in him reporting the incident.

Mr B remained unhappy and asked our service to consider the matter. Our investigator thought his complaint should be upheld. She was persuaded that the damage was caused by a storm in November 2022. She thought QIC should settle Mr B's claim in line with the policy's remaining terms and conditions, including considering payments he'd already made for repairs.

QIC disagreed with our investigator's outcome. It said Mr B had prejudiced its position by undertaking repairs to the damage before it had the opportunity to assess it. Mr B also didn't take photographs of the damage prior to the repairs. QIC said that as the surveyor was unable to validate the claim on his visit, it wasn't able to establish if the damage was consistent with storm damage. It couldn't consider the internal damage without being able to validate the external damage. QIC also referred to a condition in its policy that it said Mr B had breached. So, the complaint has been 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.

Having done so, I've decided to uphold Mr and Mrs B's complaint. I'll explain why.

The relevant industry rules say that an insurer should handle claims promptly and fairly and it shouldn't unreasonably reject a claim.

When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the damage. Mr B says the damage to his property was caused by a storm, which is one of the events listed in his policy as being covered.

The policy terms define “*storm*” as:

*“A period of violent weather defined as:*

- a. a gale Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55 mph; 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.”*

QIC says there wasn’t a storm at the time that Mr B says the damage occurred. It’s provided a screenshot of a weather report showing a maximum gust of 48 mph on the date Mr B has given. However, we’ve checked another weather report which records the peak gust in Mr B’s area as 59 mph. So, I think there was likely to have been a storm around the time of damage.

QIC says it wasn’t able to determine if the damage to Mr B’s roof was consistent with storm damage because repairs had already been carried out prior to the surveyor’s visit. It’s also commented that there are no photographs of the damage prior to repairs.

Mr B has provided a report from the roofer who carried out the repairs in November 2022. According to this, Mr B contacted the roofer on the date of the storm, and he attended the property a week later. The roofer says he wasn’t able to attend sooner because of the volume of leaks reported during the storm.

The roof report says:

*“On inspection, it was found that the lead raggles and flashings had been damaged during this storm, the cement raggle was hit with severe and continuous rain for 3 – 4 days.”*

QIC’s surveyor’s report (from January 2023) says: *“the roofers description of the works states that the flashing failed this would be seen as a maintenance issue & not storm damage”*.

However, the roof report says that Mr and Mrs B had a maintenance plan in place, which means a full inspection was carried out twice per year to maintain the roof and guttering systems on the property. It says the areas damaged in the storm were in good condition at the time of the roofer’s last visit.

I’m persuaded by the report from the roofer that Mr B’s roof was well-maintained. So, I don’t think the damage was likely to be as a result of a maintenance issue. Given that there was a storm in the area at the time, I think this was likely to have been the proximate cause of the damage to the roof.

Mr B has also provided a quote for repairs to his ceiling (dated January 2023) which says: *“Due to a leak caused by storm damage, the plaster has absorbed the water. The excess weight over time has caused the plaster to eventually separate from the lath.”*

Mr B made the claim around six weeks after the storm damage to his roof. So, I think the internal damage to his ceiling was likely to have been caused by water ingress as a result of the storm damage.

QIC has also referred to a condition in the policy which says:

*"You may carry out any temporary repairs that are necessary to reduce any further loss or damage, but do not carry out any permanent repairs without first getting our written permission".*

It says Mr B has breached this condition and it can refuse to pay a claim if this condition is not met.

The reason for declining the claim on the surveyor's report was: *"No insurable peril identified. No storms on or around the reported incident date".*

Given the above, I think it's likely QIC would still have declined Mr B's claim if he had made it prior to the repairs being carried out. So, I don't think Mr B's decision to get the roof repaired without QIC's permission is likely to have had an impact on the claim.

Mr B says he didn't intend to make a claim when he arranged for the roof to be repaired. He says he didn't know he would have the issue of internal damage to his ceiling at that time. I acknowledge what QIC has said about further damage being caused because of a delay in Mr B reporting the incident. However, if Mr B had reported the incident in November 2022, I think QIC would likely have declined his claim on the basis that there wasn't a storm. Mr B would then have needed to arrange for his roof to be repaired and this would likely have been completed by the same roofer. So, I think the position regarding the damage to the ceiling would likely have been the same.

I've explained why I think the damage to Mr B's roof and his ceiling was likely to have been caused by a storm, which is an event listed in his policy as being covered. I've also explained why I don't think it would be fair for QIC to decline Mr B's claim because he breached the policy condition to not carry out permanent repairs without getting QIC's permission.

QIC hasn't given any other reasons why it shouldn't follow our investigator's recommendation to settle Mr B's claim. So, I think it should accept the claim and settle it in line with the remaining terms and conditions of the policy. It should take the payments Mr B has already made for repairs into consideration when doing so.

Mr B has questioned whether QIC will cover the cost of painting the ceiling and replacing the carpet that the ceiling fell on to. QIC should consider whether or not these costs are covered as part of the settlement of the claim. If Mr B is unhappy with QIC's settlement of the claim, he could bring a new complaint to our service.

## **Putting things right**

QIC should:

Accept Mr and Mrs B's claim and settle it in line with the policy's terms and conditions.

**My final decision**

For the reasons I've explained, I uphold Mr and Mrs B's complaint and direct QIC Europe Ltd to put things right by doing as I've said above.

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 15 August 2023.

Anne Muscroft  
**Ombudsman**