

The complaint

Mrs D has complained about QIC Europe Ltd. She isn't happy about the way it dealt with a claim under her home insurance policy following damage during bad weather.

What happened

Mrs D's property suffered damage following a storm causing internal ceiling damage after slates came away from her roof during a storm. So, she made a claim through her home insurance policy with QIC. Her roof tiles had come away on her bungalow and the subsequent water ingress had caused damage to the ceiling in her living room.

QIC asked its surveyor to inspect the damage. But although they seemed to accept there was a storm that could've caused the damage they felt the repair Mrs D had undertaken to the roof (repair of the tiles above the leak) meant that they couldn't substantiate a claim for storm as *'the policy holder does not have any photographic evidence at the time of the loss...'* so it declined the claim. As Mrs D wasn't happy about this she complained to this Service.

Our investigator looked into things for Mrs D and she upheld the complaint. She explained that there was a storm around the time of claim that could've caused the damage. And she thought, on balance, the claim damage was linked to the storm and that QIC should pay Mrs D's costs incurred in putting the internal ceiling damage right.

As QIC didn't agree the matter has been passed to me for review.

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.

Mrs D's home insurance policy provides cover for, amongst other things, damage caused by storm. And QIC seems to accept that the reported gusts of wind in the area leading up to Mrs D's claim (around 52mph) were close enough to be considered storm strength winds. As QIC seems to accept this I don't propose to go over this now.

The dispute and decline of the claim centres around the damage that was caused and whether there is sufficient evidence that the damage to Mrs D's ceiling was caused by roof damage sustained during the storm. QIC reached its conclusion after inspecting the roof. Its surveyor said *"that above the damage in the living room there are three replacement tiles. Unfortunately the policyholder does not have any photographic evidence of the damage at the time of the loss and therefore we are unable to substantiate a claim for storm"*. And given this it declined the claim.

However, as QIC's report identified three tiles have been replaced directly above the area of damage in the living room so it is clear that this is most likely the source of the water ingress. Its surveyor could have done more to look at the damage above the ceiling and directly under the roof tiles that were replaced if they wanted to investigate this further and reassure QIC that the storm was the main cause of damage.

Indeed, the surveyor said in his report that 'the internal loss is a result of rainwater ingress from the main roof' so it seems likely, on balance, the damage Mrs D has claimed for was linked to the missing tiles. I know QIC has said Mrs D should have had a temporary repair done which I understand but the repair was done as a gesture of goodwill and I wouldn't expect the repairer to do a temporary repair if it was just as easy to replace the tiles, especially as he was trying to be as helpful as possible to Mrs D who was in a vulnerable position. She had to put buckets down under her ceiling and her property was vulnerable to the elements at that time, so I think the repairer's steps to stop the leak were reasonable.

I agree it would have been beneficial to have had photographs of the damage before repair. And QIC has highlighted the following term under the policy *"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"*.

However, the repairer was simply doing Mrs D a favour and I would question why he would leave Mrs D in a vulnerable position when he could complete an effective repair which wasn't costing anything as it was done as a gesture of good will. And a temporary repair may have been more difficult to undertake and left the possibility that there would be further water ingress. It is clear that Mrs D wouldn't have been able to take photos of the damage as she couldn't access the roof and I'm sure the repairer didn't think about this as he was simply focussing on helping Mrs D. Indeed, QIC could've tried to contact the repairer to discuss what they found upon repair but chose not to.

Given all of this, I think the fair and reasonable thing to do, in the particular circumstances of this case is for QIC to pay the costs Mrs D incurred in repairing her ceiling that was clearly damaged by water ingress from the storm damaged roof subject to reasonable proof. And pay simple interest for the time Mrs D has been without the money. Ultimately, the tiles have clearly been replaced and I'm satisfied, on balance, that this was storm damage.

My final decision

It follows, for the reasons given above, that I require QIC Europe Ltd to pay Mrs D's repair costs subject to reasonable proof. Plus, 8% simple interest from the date she paid for the repairs until the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 12 September 2023.

Colin Keegan
Ombudsman