

The complaint

Mrs D complains about how QIC Europe Ltd (QIC) dealt with a claim under her home insurance policy for damage to a felt flat roof at her property caused by bad weather.

QIC use agents to administer the policy and to assess claims. Reference to QIC includes these agents.

What happened

In February 2023, at the time of Storm Otto, bad weather caused damage to a felt flat roof of the garage of Mrs D's property, with a large part of the roof coming away and landing on a neighbour's garage. The roof that came away was in one piece, and Mrs D and friends took down the piece (cutting it up to make the task manageable). She contacted QIC to tell them about the damage and lodge a claim. QIC arranged for a surveyor (P) to visit the property and assess the damage.

P visited the property just under a week later and took photographs of the roof from ground level, using a camera on a pole. P's subsequent report said Mrs D told them the roof was in place when they moved to the property in 2017 and they hadn't carried out any work on it since then. P said inspection showed the felt was in poor condition, with signs of weathering and wear and tear, perished and cracked and coming apart at the edges. Other parts showed signs of solar degradation and cracking. P concluded the felt had de-bonded over time from the decking boards beneath, allowing wind and rain to get under the felt. P concluded the bad weather merely highlighted these pre-existing issues, rather than being the proximate cause. So, the damage wasn't the result of a one-off, storm event. Based on P's report, QIC declined Mrs D's claim because of a policy exclusion for damage caused by wear and tear.

Mrs D challenged the decline. She said the felt wasn't perished and the part lifted off the roof had done so in one piece. Roofers visiting the property (to quote for repair of the roof) told her the felt wasn't perished (and would have had at least five more years' life remaining). All the anchor points for the felt had been ripped up in the direction in which the felt came away, which she thought showed the felt was bonded securely to the roof before the bad weather.

QIC treated Mrs D's challenge as a complaint, but they didn't uphold it. Their final response, referred to P's report, as well as their in-house surveyor's view that the felt was worn and had come to the end of its lifespan, showing around the edges it was split and had degraded over time. QIC maintained their decision to decline the claim on the grounds the damage was caused by wear and tear (referring to the policy wording for the exclusion).

Mrs D then complained to this service. She disagreed with QIC's decline of the claim due to wear and tear, saying there were no issues with the roof prior to the incident and no leaks into the garage. She'd had to repair the roof at her own expense and the time taken assessing the claim and what she saw as a lack of communication from QIC meant the roof timber base was exposed to the elements and was now leaking. She wanted QIC to accept her claim and pay compensation for the additional damage to the roof and for the stress and upset she'd suffered.

Our investigator upheld the complaint, concluding QIC unfairly declined the claim. She thought the photographs of the felt that remained in place showed it was in good condition and while there was some cracking, this was next to the area where the felt had lifted, so the cracking could have been a result of the lifting off of the adjacent felt. Having considered all the evidence, she wasn't persuaded gradual deterioration was the primary cause of the damage – it was more likely due to the high winds. She also thought the decline of the claim caused Mrs D distress and upset, in addition to having to source and arrange repair of the roof (Mrs D had paid £1,850 to have the roof repaired). The investigator also thought Mrs D had suffered from delays in her claim being assessed (and further reviewed by QIC's in-house surveyor) and a lack of communication about the initial decline of her claim.

To put things right, the investigator thought QIC should reimburse Mrs D £1,750 (the £1,850 cost of repair less the £100 policy excess) plus interest from the date Mrs D paid for the repair. QIC should also pay £300 compensation for distress and inconvenience from poor service and unfair decline of the claim.

QIC disagreed with the investigator's conclusions and asked that an ombudsman review the complaint. They maintained their view there was clear evidence the felt had deteriorated and the wind had merely highlighted its condition. And wind alone couldn't remove a felt roof unless it was able to get underneath the felt. For this to happen, cracking must be evident to allow the wind underneath – so gradual deterioration was the root cause of the damage. As they didn't believe they'd unfairly declined the claim, QIC thought the compensation for distress and inconvenience was excessive. They accepted there was a short delay, so would offer Mrs D £50 in compensation.

In my findings, I reached a different conclusion to the investigator. From photographs of the felt, I thought there was evidence of deterioration, particularly around the edges of the felt that came away and the edges of the roof. While the felt remaining in place hadn't lifted, I noticed indications of some lifting to the joins of sections of the felt and some 'pooling' of water on the remaining sections of felt, which would indicate some de-bonding of those sections – even though they weren't lifted.

I also considered it's generally accepted flat felt roofs have a far more limited lifespan than pitched, tiled roofs and require checks to ensure they remain bonded and sealed. And may require replacement at, potentially, between eight and fifteen years. From what I saw, it appeared no work was carried out on the roof from the time Mrs D moved into the property, some five to six years before the incident. While I hadn't seen anything to indicate what work may have been carried out before Mrs D moved in, these points about the condition of the roof would be consistent with no maintenance or renewal for some time.

I also considered QIC's point that high winds on their own wouldn't be sufficient to lift off a felt flat roof unless wind was able to get underneath the felt. I was persuaded it was reasonable to conclude this was likely to have been the case – I didn't think a properly bonded, sealed felt roof would have lifted off in the way it did unless the wind was able to get under the felt. Which, if the felt had become de-bonded, would have made it possible for the wind to then lift the felt.

Taking these points into account, I concluded QIC had done enough (given the onus on them to show the exclusion applied) to have applied the exclusion for wear and tear to decline the claim for damage to the felt roof, in the specific circumstances of the case.

While I've reached this conclusion, I also considered the timeline of events and the issue of communication between Mrs D and QIC. From what I saw, there was a lack of communication of the initial decline of the claim. QIC accepted there was some delay and offered £50 compensation. Taking the circumstances of the case into account, I thought this was reasonable and I expected QIC to pay this to Mrs D (if they hadn't already).

Because I reached different conclusions to those of the investigator, I issued a provisional decision to give both parties the opportunity to consider matters further. This is set out below.

What I've provisionally decided – and why

My role here is to decide whether QIC has acted fairly towards Mrs D.

The main element of Mrs D's complaint is that QIC unfairly declined her claim, on the grounds that the bad weather at the time of the incident wasn't the main cause of the damage. Rather, it was due to pre-existing issues with the condition of the roof.

In considering this issue, whether the damage resulted from a storm or from a pre-existing issue, there are three key issues we consider:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?*
- Is the damage claimed for consistent with damage that a storm typically causes?*
- Were the storm conditions the main (or dominant) cause of the damage?*

On the first question, in their final response QIC refer to the policy definition of storm, one element of which is a gale of Force 10 or above (under the Beaufort Scale) reaching wind speeds of at least 55 mph. QIC say the weather conditions around the date of the incident indicate a highest recorded wind speed of 54 mph. While this is just below 55 mph, the final response says they were satisfied the policy definition for a storm event was met. And using the weather source used by this service, it indicates a maximum gust of 68 mph at the nearest weather station on the date of the incident.

So, I've concluded the answer to the first question is 'yes'.

On the second question, I've considered the description of the damage provided by Mrs D (and in P's report) as well as the photographs of the damaged roof. Damage to roofs is damage we'd expect to see in storm conditions, and it's clear a large piece of the felt roof came away during the bad weather.

So, I've concluded the answer to the second question is also 'yes'.

So, the third question is key and it's where QIC declined the claim on the grounds the cause of the damage was wear and tear and the condition of the roof prior to the bad weather. In other words, the bad weather only highlighted existing issues with the roof, the result of wear and tear. So, the bad weather wasn't the main or dominant cause of the damage.

I've considered this issue carefully, including the points made by Mrs D (and what she says were the views of the roofers who quoted for repairing the roof) together with the views of P. I've also looked at the photographs of the roof and the felt (both that blown off and that which remained in place on the roof). Taking all these things into account, I've concluded QIC have acted fairly in declining Mrs D's claim. I know this will be disappointing to Mrs D, so I'll set out why I've come to this conclusion.

Firstly, as a general principle, where a policyholder makes a claim for damage or loss under a policy, the onus is on them to show there was an insured event that caused the damage or loss. In this case, given my conclusions there were storm conditions at the time of the incident, and the damage is consistent with that we'd expect to see in a storm, I think it's reasonable to conclude there was an insured event (storm) that caused damage.

But where an insurer relies on an exclusion in the policy to decline a claim (as QIC have done by citing wear and tear) then the onus is on them to show the exclusion applies. Looking at the available information and evidence, I think QIC have done so in the specific circumstances of this case. I'll explain why I've come to this view.

In their final response, QIC refer to the following policy wording, where there's the following exclusion under the heading General Exclusions which states the following is not covered:

"12. Any gradual or maintenance-related loss or damage:

Loss or damage as a result of gradual causes including:

- Wear and tear;...*
- Gradual deterioration (whether you were aware of it or not);*
- Exposure to sunlight or atmospheric conditions..."*

QIC also refer to the Storm section of the policy which states the policy does not cover:

"d. anything that happens gradually."

I've also considered P's report. The key parts are as follows, first under a heading External Damage Summary:

"...When inspecting the felt on the ground we found the felt to be in poor condition showing signs of age-related wear and tear and weathering. The felt was perished and cracked and coming apart along the edges and the middle sections of the felt showed signs of solar degradation and further cracking. The felt has become debonded from the decking boards over time due to these cracks and splits allowing wind and rain to get under the felt. The recent bad weather has then highlighted this by the felt being lifted off."

The report states the claim should be declined on the following grounds:

"From inspection of the flat felt roof we can see that it has not suffered damage as a result of a one-off storm event of storm damage. We can see areas which are cracked and split, and the surface is suffering from signs of solar degradation all of which is due to age/wear and tear and therefore the roof would not be covered under the terms of the policy as the weather has merely highlighted this."

When bringing her complaint to this service, Mrs D questioned P's inspection of the roof, saying they didn't go onto the roof but took photographs using a camera on a pole. However, I don't think this means P's views should be disregarded. Taking remote images of roofs isn't unreasonable (also given a damaged roof may present safety risks). And the images are of reasonable quality. And P would have been able to inspect the felt that had blown off, as it was on the ground at the property.

QIC's final response also refers to the conclusion of their in-house surveyor:

"There is no cover for the damage to the flat roof. The felt is all worn and come to the end of its lifespan, it shows around the edges that it's all split and degraded over time."

I've considered these points together with those raised by Mrs D, including what she says she was told about the condition of the roof by roofers. Mrs D also says there were no issues with the roof before the incident and no leaks into the garage (which she feels would have

been the case had the felt been cracked – which would then have let in water). She also says the felt coming away in one piece indicates it wasn't brittle or perished – had it been, the high winds would have caused it to lift off in pieces (not one single piece). She also cites views from her roofer that once bonded, there isn't any maintenance that can be carried out on a flat felt roof.

Looking at the photographs of the felt, both the pieces (as they were taken down) that lifted off and the pieces that remained in place, I think there is evidence of deterioration, particularly around the edges of the felt that came away and the edges of the roof. While the felt remaining in place hasn't lifted, I've noticed indications of some small lifting to the joins of sections of the felt (which appear to run horizontally across the garage). There is also some 'pooling' of water on the remaining sections of felt, which would indicate some de-bonding of those sections – even though they weren't lifted.

Mrs D says there were no issues with the roof (or leaks into the garage) before the incident. However, this doesn't mean there were no issues with the condition of the felt that could then lead to the damage that occurred. The wooden decking beneath the felt appears to be in good condition – it's just the felt covering it that's been lifted off the roof.

I've also considered it's generally accepted flat felt roofs have a far more limited lifespan than pitched, tiled roofs and require checks to ensure they remain bonded and sealed. And may require replacement at, potentially, between eight and fifteen years. From what I've seen, it appears no work was carried out on the roof from the time Mrs D moved into the property (2017) which would be between five and six years before the incident. While I haven't seen anything to indicate what work may have been carried out before Mrs D moved in (such as when the roof was previously repaired or renewed) the points above about the condition of the roof would be consistent with no maintenance or renewal for some time.

I've also considered QIC's point (in response to our investigator's view) that high winds on their own wouldn't be sufficient to lift off a felt flat roof unless wind was able to get underneath the felt to then lift it off (whether in pieces or as a single piece). I'm persuaded it's reasonable to conclude this is likely to have been the case – I don't think a properly bonded, sealed felt roof would have lifted off in the way it did unless the wind was able to get under the felt through a crack (or cracks). Which, if the felt had become de-bonded (in place or places) would have made it possible for the wind to then lift the felt (as it wasn't bonded or bonded sufficiently).

Mrs D also provided evidence of damage to other properties in the area, with claims being accepted by the insurers. While this may be the case, it doesn't of itself mean QIC should have accepted Mrs D's claim. Other claims would have been assessed by the insurers and they would have decided whether to accept those claims. My role here is to decide whether QIC have acted fairly in declining Mrs D's claim, based on the circumstances of the case and the available information and evidence.

Taking these points into account, then I've concluded QIC have done enough (given the onus being on them to show the exclusion applies) to have applied the exclusion for wear and tear fairly and reasonably to decline the claim for damage to the felt roof, in the specific circumstances of this case.

While I've reached this conclusion, I've also considered the timeline of events and the issue of communication between Mrs D and QIC. From what I've seen, there was a lack of communication of the initial decline of the claim. QIC thought P had communicated the decline, but it appears this wasn't the case (other than what P said, or may have said, about decline of the claim during their inspection). QIC accept there was some delay and offered

£50 compensation. Taking the circumstances of the case into account, I think this is reasonable and I would expect QIC to pay this to Mrs D (if they haven't already).

My provisional decision

For the reasons set out above, it's my provisional decision that I intend to require QIC Europe Ltd to:

- *Pay Mrs D £50 in compensation for distress and inconvenience.*

QIC Europe Ltd must pay the compensation within 28 days of the date on which we tell them Mrs D accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Mrs D responded to make several points.

First, she referred to the points she'd made when bringing her complaint, challenging the issue of whether the roof had been de-bonded, saying they should have been considered and responded to. Secondly, she referred to weather data indicating winds of 78mph on the night of the storm conditions. Thirdly, that there was no indication of water getting under the felt, over time, with no staining or degradation of the boards underneath the roof. Fourthly, referring to publicly available information, that pooling of water wouldn't have been a problem.

Fifthly, that she'd sought advice from a roofing trade body, who said the roof couldn't have been repaired or maintained. And that the roof was subject to high winds, so storm damage had occurred (and this supported her view the main (or dominant) cause of the damage was the wind). Mrs D also provided a view from a roofing contractor trade body, saying in their opinion there wasn't anything she could have done to make the roof more secure, and the damage was caused by an 'Act of God' and should be covered under Mrs D's policy.

Mrs D also challenged the provisional decision conclusion on compensation. She didn't think £50 was reflective of the stress, delay, and inconvenience she'd been caused. Or the additional costs of the boards under the roof that were exposed to the elements while her claim was being assessed. She expected compensation to cover the additional costs, which she said were significantly higher than £50.

Mrs D also referred to statements on this service's website saying we expect insurers to treat their customers fairly and in a timely manner. And that if a consumer had lost out financially, we would aim to put them back in the position they would have been had the insurer not made a mistake.

QIC responded to accept the provisional decision.

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.

My role here is to decide whether QIC have acted fairly towards Mrs D.

I've considered carefully the points made by Mrs D in her response to my provisional decision, which I'll cover in turn.

On her first point, the points she'd made when bringing her complaint, challenging the issue of whether the roof had been de-bonded, saying they should have been considered and responded to, I did see the points and consider them when forming my provisional decision. While I may not have included them in detail in my provisional decision, I did consider them together with all the other evidence and information provided, both by Mrs D and by QIC.

On the second point, Mrs D refers to weather data indicating winds of 78mph on the night of the storm conditions. As I set out in my provisional decision, I concluded there had been storm conditions at the time of the incident. So, while Mrs D refers to a higher wind speed from a weather station in the area of her property, this doesn't change my conclusion there were storm conditions. The key question in this case, as I set out in my provisional decision, is whether the storm conditions were the main (or dominant) cause of the damage.

Mrs D's third point is that there was no indication of water getting under the felt, over time, with no staining or degradation of the boards underneath the roof. I considered this point in coming to my provisional decision, when I concluded that while there may have been no issues with the roof (or leaks into the garage) before the incident, this didn't mean there were no issues with the condition of the felt that could then lead to the damage that occurred. I acknowledged the wooden decking beneath the felt appears to be in good condition – it was the felt covering that had been lifted off the roof.

Fourthly, Mrs D refers to publicly available information that pooling of water wouldn't have been a problem. I've looked at the source and accept what it says. So, this may not have indicated a specific issue with the roof. However, I noted the ponding was evident on the remaining section of roof that hadn't lifted – which would be consistent with the publicly available information provided by Mrs D. But it doesn't affect my findings and conclusions about the likely cause of the damage, to that part of the roof that did lift.

Fifthly, Mrs D says she's sought advice from a roofing trade body, who said the roof couldn't have been repaired or maintained. And that the roof was subject to high winds, so storm damage had occurred. So, this supported her view the main (or dominant) cause of the damage was the wind. Mrs D also provided a view from a roofing contractor trade body, saying in their opinion there wasn't anything she could have done to make the roof more secure, and the damage was caused by an 'Act of God' and should be covered under Mrs D's policy.

While I recognise the views and opinions provided, they don't rebut the conclusions in my provisional decision about the most likely cause of the damage. In particular, I don't think they address the conclusion that high winds on their own wouldn't be sufficient to lift off a felt flat roof unless wind was able to get underneath the felt to then lift it off. And that a properly bonded, sealed felt roof wouldn't have lifted off in the way it did unless the wind was able to get under the felt through a crack (or cracks). So, I haven't changed my view on this point.

On the point about statements on this service's website saying we expect insurers to treat their customers fairly and in a timely manner, my role here is to consider whether QIC acted fairly and reasonably towards Mrs D. My conclusions, as set out in my provisional decision and above, are that QIC acted fairly and reasonably in declining Mrs D's claim.

But I also concluded there was a lack of communication of the initial decline of the claim (which QIC accept). In those circumstances, this did cause distress and inconvenience to Mrs D. Taking the circumstances of the case into account, I thought £50 fair and reasonable.

Mrs D says she doesn't think £50 is reflective of the stress, delay, and inconvenience she'd been caused. Or the additional costs of the boards under the roof that were exposed to the elements while her claim was being assessed. She expected compensation to cover the additional costs, which she said were significantly higher than £50. But when considering

awards for distress and inconvenience, the purpose isn't to compensate a consumer for additional financial costs, unless we think a business hasn't acted fairly or reasonably. And in this case I've concluded QIC have acted fairly and reasonably, in declining Mrs D's claim. That being the case, we wouldn't ask QIC to cover any additional costs associated with the claim (the incident that led to the claim).

Mrs D makes the point that if a consumer has lost out financially, we would aim to put them back in the position they would have been, had the insurer not made a mistake. That is the approach of this service, where we think the insurer has made a mistake. But as I've concluded above, I don't think that's the case here, as I've concluded QIC acted fairly and reasonably in declining Mrs D's claim.

Taking all these conclusions together, I haven't changed my provisional view. So, my final decision remains the same, for the reasons set out above.

My final decision

For the reasons set out above, it's my final decision that I require QIC Europe Ltd to:

- Pay Mrs D £50 in compensation for distress and inconvenience.

QIC Europe Ltd must pay the compensation within 28 days of the date on which we tell them Mrs D accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 3 November 2023.

Paul King
Ombudsman