

## **The complaint**

Mr L and Miss L complain that QIC Europe Limited declined a claim they made under their home insurance policy following bad weather.

Mr L has primarily dealt with things so, for simplicity, I'll refer to him only.

Reference to QIC includes its agents and representatives.

## **What happened**

I'll summarise the main points about this dispute:

- Mr L got in touch with QIC after water came in through his ceiling during heavy rain. He paid to have an emergency repair carried out to prevent further water ingress.
- QIC sent a surveyor. They noted work had already been carried out, so they couldn't inspect the damage. But they nonetheless thought the rain wouldn't have been able to damage the roof tiles and enter the building. They said this meant the damage was caused by wear and tear.
- Mr L complained but QIC maintained it was fair to decline the claim. It said the bad weather hadn't amounted to a 'storm' as defined under the policy, so the claim couldn't be covered under the storm section of the policy. And it also said the policy didn't cover gradual deterioration or wear and tear.
- Our investigator thought QIC had declined the claim fairly. She didn't think the weather met the policy definition of 'storm'. And even if there had been sufficient rainfall to meet the definition, she didn't think that would likely have caused the roof damage which led to the water ingress.
- Mr L didn't think this was a fair outcome. Amongst other things, he said the roof had been repaired around nine years prior with a ten year guarantee, so he thought wear and tear was unlikely to be the cause of the problem. He also questioned whether the weather records used by QIC were close enough to his home to be relied upon.

## **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.

- The policy covers damage caused by 'storm'. The policy definition of 'storm' is met if there are wind speeds of at least 55mph or rainfall of at least 25mm per hour.
- QIC looked up the weather records for the area in which Mr L lives and found these conditions weren't met. Windspeeds at the relevant time were a maximum of 32mph, so there wasn't a windstorm. And it found maximum rainfall of 21.5mm over a day – much less than the 25mm per hour rate defined in the policy.

- Mr L recalls the rain being very heavy when the damage happened. I acknowledge his point that the conditions QIC relied on were recorded 10-15 miles away from his home. So the conditions at his home may have been different.
- I agree but that means they could have been more severe than these records or they could also have been less severe. No other weather information is available, so these are the best indication of the likely conditions at Mr L's home.
- Overall, the weather conditions didn't meet the definition of 'storm'. So QIC was entitled to decline the claim. Without a storm, there can't be storm damage.
- But, given Mr L's concerns about the rainfall data, I've gone on to consider what the likely cause of the roof damage was.
- QIC's surveyor assessed the roof after the temporary repair, so it would have been difficult to accurately assess the cause of the damage from the condition of the roof at the time of their inspection. But it's clear they had access to photos taken by the roofer before the repair was carried out. Their photos show some dislodged roof tiles.
- I agree with QIC's surveyor that it's very rare for rainfall alone to dislodge well bonded tiles. And without any indication of strong winds, it doesn't seem likely that the bad weather was the primary cause of the damage. I think it's more likely the tiles had already deteriorated, and the weather conditions highlighted that problem.
- Taking everything into account, I'm satisfied it was reasonable for QIC to decline the claim for the damage to the roof as there weren't storm conditions – and the damage was unlikely to have been primarily caused by the weather in any case.
- As our investigator has explained, there's no cover under the policy for the internal damage caused by the water ingress.
- Mr L says that QIC should have contacted his roofer who carried out the emergency repair – but it didn't do so. I don't think QIC was obliged to reach out to the roofer. But Mr L is entitled to provide the roofer's comments to QIC. If he does, I would expect QIC to consider whether that changes its position.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Miss L to accept or reject my decision before 13 September 2023.

James Neville  
**Ombudsman**