

The complaint

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

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 March 2023, Mr B and Ms S made a claim under their home insurance policy with QIC for storm damage to their roof.

They say the damage to the roof was discovered during building works to install a new dormer. Contractors began works to remove slates from the roof and reported that the sarking board was damaged. Mr B and Ms S arranged for the roof to be inspected by a roof surveyor who concluded that the roof had suffered from storm damage.

Mr B and Ms S informed QIC they had to move out of the property because they'd been advised not to stay in it due to the condition of the roof. QIC said it couldn't guarantee reimbursements of cost for alternative accommodation until the claim had been validated. It suggested Mr B and Ms S find reasonable costing accommodation if needed and provide links to review. It said it could look to reimburse the costs if their claim was validated.

QIC instructed a surveyor who attended Mr B and Ms S's property around two weeks after they made their claim. The surveyor determined that the damage was caused by wear and tear rather than by a one-off storm event and QIC declined the claim on this basis. Mr B and Ms S complained to QIC, but it maintained its position. So, they asked our service to consider the matter.

I issued a provisional decision on 30 October 2023, where I explained why I didn't intend to uphold Mr B and Ms S's complaint. In that decision I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Based on what I've seen so far, I don't intend to uphold Mr B and Ms S's complaint. I'll explain why.

When we look at storm damage claims, we ask three questions. These are:

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

If the answer to these questions is 'yes', then the claim is likely to succeed. But, if the answer to any of the above questions is 'no' – the claim for storm damage is unlikely to be covered.

Mr B and Ms S say the damage to their roof was caused by a storm in February 2023.

The policy's terms and conditions define "storm" as:

"A period of violent weather defined as:

- a. a gale of 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 has accepted that storm conditions occurred at the time of the incident. It says the highest wind speed recorded in the days around the incident was 58mph.

Mr B and Ms S say they first became aware of damage to their roof about a month after the storm, when contractors began works to remove slates from the roof and reported that the sarking board was "coming away in their hands".

Mr B and Ms S arranged for a roofing surveyor to assess the roof who noted:

"The roof has suffered from storm damaged [sic] which has allowed rainwater to penetrate to the timber sarking over vast areas of the roof. This has only become apparent during the current building works. The sarking timber will need to be replaced due to the level of saturation. The slates fixings are detaching from the timber sarking weakening the roof to wind uplift..."

QIC's surveyor has referred to "wind allowing slate uplift and driving rain then soaking the sarking boards & rafter insulation".

So, I think the damage described by both surveyors is consistent with damage caused by a storm.

However, QIC disputes a storm being the main cause of damage. It's referred to a general exclusion in the policy that says it doesn't cover "Any gradual or maintenance-related loss or damage" including "wear and tear". It's also referred to an exclusion in the storm section of the policy which states QIC does not cover "anything that happens gradually".

QIC made this decision, based on the opinion of the surveyor it sent to Mr B and Ms S's property in mid-April, who noted:

"It is my opinion that the roof damage is not linked to a one-off storm event and is instead linked to wear & tear over a prolonged time period, with wind allowing slate uplift and driving rain then soaking the sarking boards & rafter insulation. Over a prolonged time period rain water has caused the slate fixings to erode which has in turn allowed isolated slate slippage and further slate uplift. The damage visible on site during my visit could not be linked to a one off storm event and the policyholders version of events also indicates that the damage has happened over a prolonged and unknown time period. In my opinion at least a number of years. Damage is Wear & tear over a prolonged time period. Natural breakdown of materials".

The surveyor provided a number of photographs, including some showing corroded nails.

Mr B and Ms S say the majority of photographs QIC has provided are from a position of the roof where work had commenced to install a new dormer and as such, a portion of tiles and fixings had been removed forcibly. They've referred to reports from their contractor and roofing surveyor that say the fixings were in largely good condition.

A letter from Mr B and Ms S's contractor who removed the slates from their roof says:

"Having now completed the removal of all slates from the roof of your property and inspecting these alongside the fixings, we can now confirm that most slates and fixings (nails) were in good repair..."

However, QIC has recently provided us with a full copy of a report from Mr B and Ms S's contractors dated March 2023. Mr B and Ms S have also provided us with a copy of the report which has the same date but appears to be missing some wording.

The report refers to extreme weather conditions the previous autumn / winter ranging from normal annual temperatures to sudden lengthy periods of sub-zero temperatures and sudden high winds contributing to continual expansion and contraction of timbers below old slate roofs.

It says:

"This has caused slates to move and lift more than we would expect at this time of year. Record rainfall during Oct and Nov has added to the volume of water that has penetrated this property during these times in addition to long cold fronts and thawing. Water that has penetrated has frozen and caused further damage during thaw out."

The report goes on to say:

"It is our assessment and option [sic] that water ingress, is most likely as a result of storm and severe weather conditions over the last 4- 6 months, particularly heavy and lengthy frosts penetrating the roof and shifting (lifting) slates. Long periods of freezing and thaws causing severe water ingress. This is an old roof and these conditions have created and [sic] environment that has allowed significant volumes of water to penetrate through the slates and in through the sarking boards and gaps."

This information from Mr B and Ms S's own contractors suggests that the damage to the roof happened over a period of time perhaps four to six months, rather than being as a result of a sudden one-off event. Whilst storm weather may have contributed to the damage, it doesn't appear to have been the main or dominant cause of the damage.

Mr B and Ms S say they were given access to a seller-commissioned home report when they purchased the property in mid-2020. They say this didn't give them any cause for concern regarding any structural elements of the property. They saw fit to proceed with the sale without commissioning any additional surveys and had lived in the house for close to three years with no evidence to indicate extensive problems with the roof.

I appreciate Mr B and Ms S might not have been aware of any issues with their roof until their contractors started work on it in March 2023. However, I don't have any information to tell me the age or condition of the roof when they bought the property. And the information from their contractors supports what QIC has said about the roof being old and possibly at the end of its lifespan.

I know my answer will be disappointing for Mr B and Ms S. But having reviewed the information available to me, I'm not persuaded that the main cause of the damage to their roof was a sudden, one-off storm event. So, I don't think it's unfair for QIC to decline their claim."

I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

QIC said it had nothing further to add and agreed with my provisional decision.

Mr B and Ms S provided a copy of the home report detailing the survey that was carried out on their property prior to them purchasing it in 2020. They said this showed their roof was in generally good condition at the time of their purchase. It didn't require urgent repairs or suggest the roof was at the end of its lifespan. They also provided quotes and invoices to evidence routine maintenance that had been carried out on the roof since they purchased the property.

Mr B and Ms S disputed what QIC had said about google street view images showing the roof was in a poor state of repair. They referred to photographs they'd previously provided, which they felt showed the roof was in good order prior to the dormer construction starting.

Mr B and Ms S didn't believe there was evidence of a long-term or gradual decline of the roof. They said there was no evidence of widespread erosion of slate fixings. They said that as their contractors had demonstrated the slates and fixings to be in good order, the only reasonable explanation for the significant water ingress could be the forceful lifting of slates caused by an extreme weather event.

They said there was no evidence that the water penetration had been long-standing – it would have resulted in widespread internal damp, fixing corrosion and timber rot. They said all of the evidence supported that the damage took place within at most four to six months prior to its discovery. They didn't think this could reasonably be defined as a process of "gradual" deterioration.

Mr B and Ms S provided evidence of three storm events in the six month period prior to the damage to their roof being discovered. They felt that as the precise point of damage couldn't be determined and evidence suggested recent damage was consistent with a storm, the onus was on QIC to demonstrate it resulted from some other cause. They gave reasons why they thought the storm event of February 2023 was the probable main cause of damage. They also referred to a case study on our website.

Mr B and Ms S provided some information relating to the planned works as well as their contractor's quote for works. They said they'd intended to continue to live in the property while the planned works were being carried out. They had not sought alternative accommodation for the project duration and had to find this at significant cost, urgency and stress following the unexpected discovery of the damage to the roof. They said QIC's opinion that estimated costs for repairs were excessive were unfounded. Actual costs for repair were close to the estimates provided.

Mr B and Ms S commented that the onus was on the insurer to show that an exclusion applies in order to rely on it to decline a claim. They didn't think QIC had justified its application of the "wear and tear" exclusion. They believed QIC should be required to uphold their claim for damage which they felt was evidenced to have resulted mainly from a one-off storm event during the insured period.

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'd like to reassure Mr B and Ms S that I've considered everything they've told our service, but I'll be keeping my findings to what I believe to be the crux of their complaint. If I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Mr B and Ms S have disputed several of QIC's arguments, such as what they've said about the google street view image, planned works on the Council's website and the roofer's quotation for repairs. While I referred to QIC's comments in the background of my provisional decision, these arguments didn't have any bearing on the conclusion I reached.

When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the loss or damage. If it's established that an insured event caused the damage, the onus switches to the insurer – it should either accept the claim or show that an exclusion applies or that a condition has been breached.

I appreciate Mr B and Ms S don't believe QIC has shown that an exclusion applies. However, the starting point is that Mr B and Ms S have to show that the damage they are claiming for was caused by an insured event.

Mr B and Ms S say that the damage to their roof was caused by a storm. However, as explained in my provisional decision, it isn't enough to show that a storm occurred. Nor is it enough to show that the damage being claimed for could have been caused by a storm. For their claim to be successful they'd need to show that the storm conditions were the main or dominant cause of the damage.

Mr B and Ms S have provided a copy of the home report which they say shows the roof was in generally good condition when they bought the property and didn't require any urgent repairs or replacement.

The home report says:

"Externally, the roof structure was generally found to be in a fairly good order consistent with age and type, save normal chipped/slipped slates. Typical to roofs of this age and character, regular ongoing maintenance can be anticipated.

Inspection within the attic space was limited due to access and a lack of sub-slating felt between the sarking timbers and roof slates was however apparent. There is therefore no secondary barrier against any potential water ingress.

For this reason the roof will require careful annual maintenance to be undertaken, to keep it in a sound and watertight condition.

The lead flashing coverings will similarly require ongoing maintenance."

While the report says the roof was in fairly good order, it also says that regular ongoing maintenance would be needed to keep it watertight.

Mr B and Ms S say they did undertake routine maintenance. They've provided quotes and invoices to show that work was carried out in mid-2020 and in late 2020 / early 2021. It's unclear from what they've provided whether any further maintenance took place in the two years prior to their claim.

In any event, the information from Mr B and Ms S's own contractors who initially inspected the damage supports it occurring over a four to six month period in the preceding autumn/winter, rather than it being caused by a one-off storm event.

The contractors refer to the extreme weather conditions over this period "ranging from normal annual temperatures to sudden lengthy periods of sub zero temperatures and sudden high wind (which in their) opinion have contributed to continual expansion and contraction of timber below old slated roofs."

They go on to say: "This has caused slates to move and lift more than we would expect at this time of year. Record rainfall during Oct and Nov has added to the volume of water that has penetrated this property during these times in addition to long cold fronts and thawing. Water that has penetrated has frozen and caused further damage during thaw out."

I appreciate the report also refers to water ingress most likely being as a result of storm and severe weather conditions. But it says these were over "the last 4-6 months, particularly heavy and lengthy frosts penetrating the roof and shifting (lifting) slates. Long periods of freezing and thaws causing severe water ingress."

Mr B and Ms S have commented that no time period for "*gradual*" deterioration is defined in the policy. However, the evidence points to the damage occurring over a period of time, rather than as the result of a sudden one-off storm event, which is what the policy provides cover for. Keeping in mind that the onus is on Mr B and Ms S to show the damage was caused by an insured event, I'm not persuaded that they have.

I appreciate the cost of repairs to Mr B and Ms S's roof were significant and unexpected. They've also incurred the cost of alternative accommodation, having not previously planned to move out of their home. I don't doubt this has been a stressful situation for them. Whilst I empathise with them, I can't tell QIC to pay out on a claim which doesn't appear to relate to an insured event.

I know my answer will be disappointing for Mr B and Ms S, but I think QIC's decision to decline their claim was fair and reasonable, in line with the policy's terms and conditions.

My final decision

For the reasons I've explained, I don't uphold Mr B and Ms S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Ms S to accept or reject my decision before 14 December 2023.

Anne Muscroft
Ombudsman