

The complaint

Mr M has complained that QIC Europe Ltd unfairly declined a claim under his home insurance policy for storm damage.

What happened

Mr M said on 26 November 2021 a storm had caused render to be blown off his house. After he made a claim to QIC, it sent a surveyor to look at the damage. The survey took place on 18 March 2022. Mr M says the surveyor just viewed the damage from ground level and didn't take a sample of the render. Mr M provided video footage showing that a section of render came down during high winds.

QIC says according to the surveyor the damage had been caused by gradual deterioration of the render and gradual damage wasn't covered by his policy. So it declined the claim.

Mr M has since had the whole house re-rendered as just repairing the damaged area would have made the repair stand out. He feels QIC should pay the claim or refund the premiums he's paid to date as he doesn't think the policy is fit for purpose.

Mr M brought his complaint to this service. I issued a provisional decision explaining why I was minded to uphold the complaint in part. An extract from my provisional findings is set out below:

"In considering this type of complaint, there are three questions we ask. If the answer is "no" to any of these questions, then we think it is reasonable for an insurer to decline a claim for storm damage.

The first is whether or not there was a storm at the relevant time. In this case QIC has accepted that on the day of the incident there were storm conditions in his area with violent storm force gusts of up to 66mph. So that is not in dispute.

The second question is whether the damage to the property is consistent with what I'd expect a storm to cause. I wouldn't usually expect a storm to damage render if the render was in good condition given that part of its role is to provide an external coating to protect a property from the elements.

Even if I accept that storms can sometimes damage render, I still need to decide whether the storm conditions were the main cause of the damage. This is where Mr M and QIC disagree.

Mr M has provided video evidence of the render falling off in winds which do appear to be significant. He also says the property had been surveyed on behalf of his lender the previous year and found to be in good condition.

On the other hand QIC has provided photos of the render which do appear to show some age-related deterioration. Its surveyor said:

"Chimney

Capping is deteriorated and crumbling in places exposing the edge of the render to weathering and ingress of water. The vertical edge shows signs of failed bonding to the brickwork behind suggesting a freeze/thaw cycle which pops the render from the brickwork behind leaving a thin wall of render which falls in windy conditions. The face of the render has lost most of the protective dressing and there is evidence of previous repairs to the render body.

Gable End (Left)

Render thickness has been feathered out over the existing coping which exposes a thin render skim to the elements and its resulting penetrative action upon it as it is not sealed along its exposed edge which is poor building practice/workmanship. Previous repairs are present and evident.

Gable End (Right)

Render thickness has been feathered out over the existing coping which exposes a thin render skim to the elements and its resulting penetrative action upon it as it is not sealed along its exposed edge which is poor building practice/workmanship.

End of render by eaves showing signs of crumbling suggesting deterioration of a thin skim layer. Face dressing is exposing the render to lichen growth indicating a moist area behind.

The area of render that has failed shows no signs of residue on the existing brickwork indicating the bonding was not present with the brickwork when affected by wind conditions. A gradual deterioration of the render over time."

I appreciate that it was almost four months after the storm before QIC 's surveyor visited the property. But the photos which I've seen do seem to support the surveyor's assessment that the render was suffering from age-related deterioration. This is because if the render were in good condition, it would not be able to be de-bonded from the property by winds alone. On balance I'm minded to conclude that the main cause of the damage was the poor condition of the rendering rather than the storm itself. That leads me to think QIC hasn't treated Mr M unfairly or unreasonably in declining the claim.

Looking at how QIC has handled the claim I don't think it should have taken almost four months to send a surveyor to the property even allowing for poor weather conditions which caused one visit to be cancelled. That delay led to unnecessary inconvenience to Mr M. I think it should pay him £200 compensation for the trouble and upset caused by that.

Mr M's policy provides cover against a range of risks subject to certain conditions. Although this particular claim wasn't accepted, in my view that does not necessarily mean the policy wasn't fit for purpose."

Both parties accepted my 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.

As both parties accepted my provisional findings, I see no reason to change them and they now form part of this final decision.

My final decision

For the reasons set out above, I uphold this complaint in part and require QIC Europe Ltd to pay Mr M £200 compensation for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 January 2024.

Elizabeth Grant
Ombudsman