

## **The complaint**

Mr and Mrs K complain that they are unhappy with the service received from QIC Europe Ltd (QIC) when they made a claim on their home buildings insurance policy.

References to Mr or Mrs K, will include the other.

There are several parties and representatives of QIC involved throughout the claim but for the purposes of this complaint I'm only going to refer to QIC.

## **What happened**

On 30 December 2020, a delivery van drove into the front garden of Mr and Mrs K's house. It damaged the garden wall and caused a pillar that holds the porch to become detached.

The incident was reported to the police.

Mr K made a claim on his home insurance policy

On 12 January 2021, QIC's surveyor came out to the house, and the claim was accepted.

QIC's appointed building contractors came to assess the work required and booked a date of 5 July 2021 to undertake the repairs. They fitted a steel support prop in the damaged porch to keep it in place until the repair was completed.

The appointed building contractors did not attend to start the repairs as expected on 5 July 2021. QIC appointed another building contractor.

After it had appointed the second building contractor, QIC contacted Mr K and said it had found historic evidence that showed the porch was already damaged before the incident with the delivery van. It said it was not honouring the original claim. It said it would only cover the walls and not the porch.

The building contractor completed the work to repair the walls in September 2021. QIC compensated Mr and Mrs K £200 for the delay in the repairs to the wall and £250 for the delay in its decision not to accept the claim for the damaged porch.

As Mr and Mrs K were not happy with QIC they brought the complaint to our service.

Our investigator did not uphold the complaint. He looked into the case and said QIC had applied the exclusions in their policy and had been fair in declining to cover for the porch damage as it had been in a poor state of repair before the incident with the delivery van.

As Mr K is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

***In my provisional decision I said***

*I looked at the terms and conditions detailed within Mr and Mrs K's policy. In the buildings cover section it says;*

*"6. Collision damage*

*We will cover loss or damage caused by being hit by:*

- i. And animal, vehicle or train; or*
- ii. Aircraft or other flying device (or any items dropped from these)."*

*Within the general exclusions section it says;*

*"9. Existing damage*

*Loss or damage which happens before your insurance policy starts."*

*"12. Any gradual or maintenance-related loss or damage. Loss or damage as a result of wear and tear, fall in value over time, gradual deterioration (whether you were aware of it or not), the effects of the light or the atmosphere, normal settlement, warping or shrinkage, rusting or corrosion, wet or dry rot (regardless of the cause), fungus, mould or infestation and costs that arise from using or maintaining your buildings and contents normally."*

*In QIC's surveyor report from February 2021 it includes reference to the property being in a fair state of repair. It recommended the front wall, side wall and the porch all needed rebuilding. QIC accepted Mr K's claim and made him a cash offer of £2449.08 which he declined and asked for QIC to organise for its own building contractor to complete the work.*

*QIC assigned a building contractor and the work was planned to go ahead, but when the contractor failed to attend it made a new cash offer of £2639.70. This was again declined by Mr K and he asked for QIC to assign a new building contractor to complete the work.*

*QIC said following the reassignment of the work to a second building contractor, the claim was referred to its in-house surveying team. This referral was done by the second building contractors as they felt more substantial work was required if the porch was to be reinstated successfully.*

*At this point, QIC's in-house surveyor reviewed the damage and QIC's previous decision to cover the porch repair was withdrawn and the porch element of Mr K's claim was declined.*

*QIC said the damage to the porch was not caused as a direct result of the impact of the van. It said it had now looked at pictures of the porch from before the date of the incident and found images showing the same damage from 2015 and 2019. It said the images proved the damage to the porch was there before the incident in December 2020 and before Mr and Mrs K's Insurance policy started in June 2020.*

*I reviewed the images provided and they show damage to a couple of tiles on the porch roof were apparent prior to the incident on 30 December 2020. Therefore I am not persuaded the damage to the tiles on the roof the porch is a direct result of the impact of the van.*

*I have further looked at a residential valuation report that was undertaken on the property when Mr and Mrs K bought it in June 2020. This report says there is no evidence of structural movement.*

*It is not in question that the wall was damaged and repair for this was settled under Mr K's policy.*

*QIC contractors put in a temporary steel support to the right-hand side of the porch to avoid collapse in January 2021. This is still in place.*

*The porch is a small tiled roof structure that overhangs the front door to the house. It is attached to the front wall of the house and has supporting pillars at each side of the roof.*

*Each pillar is supported by the top of the walls to each side of the front door. The pillar is currently not connected to the wall at the bottom as it was before the incident happened. The steel support is still in place and Mr K said "It is the only thing keeping the porch from collapsing and therefore was not removed by QIC building contractors."*

*I am not persuaded the damage to the tiles on the roof of the porch is a direct result of the impact of the van. This damage was already there. But the pictures taken after the impact show a drop to the right-hand side of the porch roof. In comparison to the pictures taken prior. I think it is most likely, that the damage to the wall, in turn moved the pillar and damaged the stability of the porch to the right-hand side.*

*I have seen no evidence that shows the structure of the porch was unstable prior to Mr and Mrs K's claim.*

*I am persuaded that on the balance of probability, as a direct result of the impact of the van hitting the wall, it caused structural damage to the porch as the right-hand pillar that supports it was built directly on top of the damaged wall that the van hit.*

*For this reason I believe securing and repairing the right- hand pillar that is linked to the side of the wall the van hit, to make the porch structure stable, should be accepted as part of Mr and Mrs K's claim under their home buildings insurance. The temporary steel support that QIC's building contractor put in, should be removed and the pillar made secure and able to support the porch roof.*

*If collapse of the porch roof happens when the temporary steel support is removed, QIC should accept the cost to also rebuild the roof.*

*QIC have already compensated Mr and Mrs K £200 for the delay with the initial contractor starting work and £250 for the distress the delay in determining his claim may have caused. They are not pursuing further compensation.*

*Therefore, I intend to uphold Mr and Mrs K's complaint and require QIC to accept the claim and organise for the temporary steel support that its building contractor put in to be removed and the right-hand supporting pillar to the porch to be repaired and secured to the supporting wall.*

## **Responses to my provisional decision**

Mr K responded to say he was happy with the decision.

QIC responded to say

- There are no images showing the pillar has moved and it is in the same place as the image from 2019.
- The tile damage, that is agreed was pre-existing and not related to the incident, is responsible for the porch roof movement and has progressed over time.
- The roof and pillars were in a poor state prior to the event and there is no evidence the damage to the pillar is related to it.

## **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.

In response to QIC's comments

- I have reviewed the images again and I still maintain my view. There is a brick or bricks missing from the wall next to right-hand pillar.
- I have not suggested that QIC repair the tiles on the porch, but to secure and repair the right-hand pillar that is linked to the side of the wall the van hit, to make the porch structure stable.
- I accepted in my provisional decision that there was some evidence of wear and tear to the porch roof tiles prior to the incident with the delivery van. The QIC appointed building contractors who assessed the damage immediately after the incident, felt it necessary to fit the support prop to keep the porch in place until the repairs it identified were required, had been completed.

After looking at the evidence again, alongside QIC's response to my provisional decision, I don't think it has said anything that requires me to change my decision.

Based on the evidence I've reviewed I maintain my provisional decision and I uphold Mr and Mrs K's complaint.

I require QIC to accept the claim and organise for the temporary steel support that QIC's building contractor put in, to be removed and the pillar made secure and able to support the porch roof. And if collapse of the porch roof happens when the temporary steel support that QIC installed is removed, QIC should accept the cost to also rebuild the roof.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require QIC Europe Ltd to settle Mr and Mrs K's claim for the repair to the porch right-hand pillar under the terms of their home buildings insurance policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr K to accept or reject my decision before 25 May 2022.

Sally-Ann Harding  
**Ombudsman**