

## **The complaint**

Mrs M has complained about QIC Europe Limited's decision to decline a claim she made under her home and buildings insurance policy for storm damage to a greenhouse.

## **What happened**

Mrs M made a claim to her insurer, QIC following a storm. She said it had caused damage to a wooden and glass greenhouse which had collapsed.

Mrs M removed the remaining parts of the greenhouse for safety as more storms were imminent and she had animals nearby which she wanted to keep safe. Before doing so, she took photos as advised by QIC to support her claim.

QIC declined Mrs M's claim based on the photos she provided as it said the wood supporting the frame of the greenhouse showed signs of rot. So QIC said it excluded cover for damage caused by gradual deterioration or 'wear and tear'.

Mrs M asked us to look at her complaint. Our Investigator recommended the complaint should be upheld. He didn't think QIC could fairly say it had properly investigated the claim as it didn't send a surveyor to inspect the damage in person. He couldn't; see it was clear from the photos that the cause of damage was due to rotting wood. He found that Mrs M had expected a surveyor to attend in around ten days and had kept the wood for inspection.

QIC didn't agree. It referred to one particular photo of the greenhouse. It said this showed a large piece of wood that was darker than the rest as it was rotten. So it wants an ombudsman to decide.

Mrs M accepted the Investigator's view. She's provided a copy of online reviews about QIC.

## **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.

For an insurer to decline a claim, it needs to show that it properly applied any exclusion.

Like most insurance policies, QIC's policy provides cover in the event of sudden one off insured perils such as storm, flood or fire. It doesn't provide cover for damage caused by gradual means. Sometimes an insured event will highlight an existing issue rather than be the main cause of the damage.

As the Investigator explained, we ask three questions when considering storm damage complaints. I can see QIC followed our approach. The questions 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? and;
- Were storm conditions the main cause of the damage?

If the answer to all 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.

All parties agree there was a storm – so the answer to the first question is yes. I think the damage is consistent with what a storm might cause.

Mrs M provided several photos of the damaged greenhouse to QIC. I can understand her reasons for dismantling the greenhouse straight away for safety. But I understand she kept the parts of the greenhouse as she believed QIC was arranging for a surveyor to attend and inspect the damage. I think Mrs M acted reasonably and did all she could to assist with the claim.

QIC decided that the photos were sufficient to reach a decision. So Mrs M disposed of the damaged greenhouse.

I've looked at the photo QIC has referred us to in response to the Investigator's findings. I don't think it's clear that this evidences the cause of damage was due to the condition of the greenhouse and that the structural integrity of the greenhouse was compromised as a result of rotten wood. I think it's difficult to tell from the image that QIC's decision was reasonable. So I think QIC should have appointed a surveyor to inspect the damage before reaching its decision to decline the claim.

I am therefore upholding Mrs M's complaint. I think QIC hasn't shown it properly investigated the claim before reaching its decision. And so I don't think it has shown its decision was fair.

### **My final decision**

My final decision is that I uphold this complaint. I require QIC Europe Limited to deal with Mrs M's claim for storm damage under the remaining terms and conditions of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 21 July 2022.

Geraldine Newbold  
**Ombudsman**