

## **The complaint**

Dr and Ms B complain that QIC Europe Ltd have declined their claim for storm damage to their property.

## **What happened**

Dr and Ms B held a buildings insurance policy with QIC Europe Ltd.

In February 2022 they made a claim under the policy for storm damage after their boundary fence and wall blew down during Storm Eunice.

A surveyor was appointed and completed a site visit and report in March, which confirmed the damage was a result of the storm.

The field surveyor's report was subsequently reviewed by the in-house surveying team, who concluded that the damage had occurred as a result of poor design and workmanship. QIC then wrote to Dr and Ms B and declined the claim. They did offer Dr and Ms B £150 compensation for the inconvenience caused by the incorrect advice.

Dr and Ms B were unhappy with this and they brought their complaint to us.

One of our investigators has looked into Dr and Ms B's complaint. He upheld the complaint and thought that QIC should settle the claim.

QIC disagreed with our investigator's view, and so the case has come to me to review.

## **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 this case I have to consider whether QIC have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.

Having considered all of the evidence carefully, I have upheld Dr and Ms B's complaint, and I will explain why.

In order for there to be a valid claim for storm damage we first look to see whether storm type conditions are present on the date the damage is said to have occurred. I have checked the weather reports for February 2022 using our own resources, and I am satisfied that there were weather conditions sufficient to satisfy the policy definition of a storm. I note that QIC have already confirmed that they are satisfied that storm conditions were present.

Secondly, we look to see whether the damage claimed for is typical of storm damage. Gusts of wind up to 70mph, such as in this case, can cause structural damage and uproot trees, so I consider that the damage being claimed for is consistent with damage caused by a storm.

Finally, we look to see if the storm is the main, or dominant cause of the damage and this is where QIC have declined the claim.

QIC's field surveyor visited the property, took photographs and examined the wall. His report notes that the damage has been caused by the high winds experienced during the storm. He doesn't note any wear and tear or lack of maintenance to the wall or the fence which would have caused it to be unstable and contributed to the damage.

However, this report was later reviewed by the in-house surveyor at QIC, who has declined the claim, saying the damage was not the result of a one-off storm and that *"the property has sustained damages consistent with poor workmanship. Due to installation of the fence panels and brick piers, the fence panels have acted as a sail, catching the wind and resulting in the damage to the boundary wall. The damage has been caused by poor design and is consistent that the damage is classified in the policy wording as poor workmanship."*

QIC have therefore relied on the general exclusions in the policy which exclude cover when damage is caused by "poor design (a latent defect which exists but which only causes a problem at a later stage under certain conditions"

I've thought about this and I'm satisfied that this exclusion doesn't apply. Using brick pillars is fairly common design for boundary fences, and the photographs show that fences are not solid, having gaps between the palings. QIC haven't provided any evidence to support their assertion that the fence has acted as a sail, or in what respect the design of the pillars was defective such that it would be classified as "poor design". So, I'm not persuaded by their reason for declining the claim, and I'm satisfied that the storm was the dominant cause of the damage.

Subsequent to the investigator upholding the complaint, QIC have also argued that the brick pillars form part of the "fence structure" as they act as brick fence posts, and so the claim is further excluded as the policy doesn't cover fences under the storm section of the policy unless "your home" is also damaged at the same time and by the same cause. In the policy "Your home" includes walls but doesn't include fence posts.

I'm not persuaded by this argument for two reasons. Firstly, I consider that the brick pillars are part of the boundary wall structure, not the fence structure, as they are an integral part of the wall and appear to have been constructed at the same time. Secondly, the field surveyors report states that *"The retaining wall lower section has been impacted in various areas"*, a comment which is supported by photographs, and so I'm persuaded that for both these reasons, there is damage to "your home" which was caused at the same time, by the same cause.

### **Putting things right**

To put things right, QIC should settle the claim in line with the other terms and conditions of the policy.

### **My final decision**

My decision is that I uphold Dr and Ms B's complaint, and direct QIC Europe Ltd to settle the claim as above

Under the rules of the Financial Ombudsman Service, I'm required to ask X and Ms B to accept or reject my decision before 8 December 2022.

Joanne Ward  
**Ombudsman**