

## The complaint

Mrs P is unhappy QIC Europe Ltd has declined a storm damage claim she made under her home insurance policy.

## What happened

In February 2022, during a period of strong winds, damage was caused to Mrs P's boundary wall. So, she made a storm damage claim to QIC, her home insurance provider.

QIC inspected the wall and initially offered a cash settlement to cover the damage, following the visit of a field surveyor. But after Mrs P disputed the amount offered, one of QIC's internal surveyors reviewed the images and concluded that the primary cause of the damage was gradual deterioration of the mortar. QIC said the bad weather merely highlighted that pre-existing historic issue. So, it changed its decision and declined the claim based on an exclusion in Mrs P's policy for damage which happened gradually. QIC accepted it had caused a loss of expectation and offered Mrs P £200 compensation.

Mrs P was unhappy with QIC's position, so she approached this service.

Our investigator looked into things and thought we should uphold Mrs P's complaint. She didn't agree with the internal surveyor's conclusion that gradual deterioration was the main cause of damage to the wall. So, she recommended QIC should reconsider the claim in line with the remaining policy terms. She also said QIC's offer of £200 didn't go far enough to compensate Mrs P. She said this should be increased to £350.

QIC didn't agree with our investigator's conclusions. So, as no agreement has been reached, the complaint has been passed to me to decide.

## 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.

When we consider complaints about storm damage claims, we take into account the following questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

QIC accept there were storm conditions at the time of loss. That's not in dispute, so I don't need to make a decision about whether a storm occurred on the date of damage. And a garden boundary wall *could be* damaged by a storm, so that potentially satisfies question two above.

But QIC has declined the claim on the basis of its surveyor's conclusions, that gradual deterioration, rather than the storm conditions, was the dominant cause of the damage and that this was merely highlighted by the storm.

The storm section of Mrs P's policy explains:

*"We don't cover:*

- a. loss or damage caused by frost;*
- b. loss or damage to drives, patios, footpaths, terraces, gates, fences and hedges unless your home has been damaged at the same time and by the same cause;*
- c. loss or damage to radio and television aerials or satellite dishes, and their fittings and masts; and*
- d. anything that happens gradually*

I've considered the conclusions reached by QIC's surveyor, and the images and information provided by both parties. Having done so, I don't agree with the conclusions reached by QIC.

The initial field surveyor highlighted some wear and tear (gradual deterioration) to the wall. But in his view the dominant cause of damage was the wind, rather than the wear and tear. QIC's internal surveyor disagreed and felt the dominant cause of damage was the gradual deterioration.

In situations like this, where there is conflicting expert evidence, I'll need to decide which I'm most persuaded by. I'll make this decision on the balance of probabilities. That is, what do I think is more likely than not.

QIC is seeking to decline the claim based on a policy exclusion. That means the onus is on QIC to show that the exclusion, more likely than not, applies. Based on the available evidence, I accept that the wall was suffering from some gradual deterioration. I say this as both surveyors agreed on this point, and the photos do show cracking to the mortar of the wall.

However, it isn't enough for QIC to show that gradual deterioration was present. Rather, it needs to show that, on balance, the gradual deterioration was the dominant cause of the damage. And taking everything into account, I don't think QIC has done that. I'll explain why.

Neither of the expert reports/opinions are particularly detailed as to how the conclusions have been reached. But as the field surveyor actually inspected the wall in person, I think it's reasonable to apply some additional weight to his opinion. That said, I do accept QIC's surveyor is suitably qualified and that the photos are of sufficient quality for them to have assessed the condition of the wall.

I've considered the conflicting expert opinions alongside the photos and other evidence. The photos clearly show areas of deteriorated mortar. But these seem most prevalent on the areas of the wall which remains standing. If gradual deterioration of the mortar had been the dominant cause of damage, I think it's reasonable to conclude that these sections of the wall would have come down in the high winds too – but they didn't.

The windspeeds on the date of loss peaked at around 71mph. This significantly exceeds the policy definition of storm force winds – 55mph. Such strong winds would, in my view and the view of the field surveyor, be sufficient to be the dominant cause of damage to the wall even taking into account the presence of gradual deterioration.

Based on everything I've seen, I'm not persuaded that gradual deterioration of the mortar was, on balance, the dominant cause of the damage to Mrs P's wall. It follows that I don't think QIC's decision to decline the claim, based on the gradual damage exclusion, was fair or reasonable. So, I think QIC should reconsider Mrs P's claim in line with the remaining terms and conditions of the policy.

QIC accepted it caused delays and offered £200 compensation. But in addition to the delays, I think QIC reached an unfair decision on the claim – which would have caused additional distress and inconvenience. Overall, I think QIC should increase the offer of compensation to £350.

Finally, Mrs P has highlighted to our service that her insurance renewal stated QIC had already settled this claim at a cost of around £700. This appears to be based on either the cash settlement, which was initially offered then later withdrawn, or the cost of the temporary repairs QIC initially completed.

In any event, I've decided that QIC needs to reconsider Mrs P's claim in line with the remaining policy terms. Once it has done this, QIC must also ensure that the outcome of the claim is accurately recorded on all internal and external databases.

### **My final decision**

For the reasons set out above, I uphold Mrs P's complaint. QIC Europe Ltd must:

- Reconsider Mrs P's claim under the remaining terms and conditions of the policy.
- Ensure that the claim is accurately recorded on all internal and external databases.
- Pay Mrs P £350 compensation for the distress and inconvenience it has caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 12 December 2022.

Adam Golding  
**Ombudsman**