

The complaint

Mr W complains about how QIC Europe Limited handled and settled a claim he made under his home insurance policy for storm damage.

Mr W is represented by his wife in bringing this complaint. But for clarity – I'll refer to all submissions as being made by him directly.

What happened

Mr W purchased a household insurance policy, which is provided by QIC on 30 March 2021. This policy covers the period from 23 April 2021 to 22 April 2022.

On 18 February 2022, Mr W said his rear garden wall suffered significant damage when it was blown over by a storm. He said the wall is a single continuous structure which is shared with at least four other properties. He said sections of the wall in those properties also suffered similar damage as a result of adverse weather conditions.

Mr W contacted QIC to report a claim on becoming aware of the damage his rear garden wall had sustained. QIC recorded the claim and appointed a surveyor to attend Mr W's property and provide an opinion on the cause of damage. I'll refer to this agent as "A".

A visited Mr W's property on 24 February 2022 to inspect the wall. After this visit A submitted images and a report to QIC in which it stated that it thought the wall had suffered age related wear and tear. It thought the adverse weather conditions had highlighted the pre-existing condition of the wall. QIC declined Mr W's claim based on A's opinion – it said the storm wasn't the dominant cause of the damage and wear and tear was excluded by his policy.

Mr W wasn't happy with how QIC proposed to resolve his claim and, on 24 October 2022, complained. He said his neighbours had made successful claims for the damage to their parts of the wall through their insurer. He also disputed A's opinion on the cause of the damage stating that the condition of the wall was good as it had been well maintained over the years. He asked QIC to reconsider his claim and fund the reinstatement of the wall.

QIC investigated Mr W's concerns but maintained its stance that the damage wasn't caused by a one-off storm event as was required by his policy. It therefore didn't uphold his complaint about the way it had settled his claim.

Being dissatisfied with how QIC had dealt with his complaint Mr W referred it to our service. Our investigator looked into what had happened and recommended upholding this complaint. They were satisfied there'd been a storm at around the time of damage, noting this wasn't a disputed issue, and thought QIC hadn't acted fairly in declining the claim. They were persuaded the storm had been the main cause of the damage and recommended that QIC settle the claim in Mr W's favour.

Mr W agreed with our investigator's view of his complaint, but QIC didn't and asked for his complaint to be referred to an ombudsman.

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.

Our service assesses complaints independently within a fair and reasonable remit – we don't act for either a consumer or a business. And I want to assure Mr W and QIC that, in considering this complaint, I thought very carefully about what happened here.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities. I'd like to thank Mr W and QIC for the level of detail contained within their submissions. I've read and considered all the information provided and if I haven't specifically referred to a point that Mr W or QIC have made it isn't because I haven't considered it. My decision will focus on what I think are the key issues – namely whether QIC acted reasonably in handling and determining this claim.

Our investigator recommended upholding this complaint because they weren't persuaded there was cogent evidence to support QIC's repudiation decision. I'll explain why I think our investigator was correct in their view.

Here, there's no dispute that damage occurred to Mr W's rear garden wall. However, there's disagreement between him, QIC and its appointed agent (A) about the cause of the damage and the correct outcome of this claim.

Mr W's policy with QIC provides cover for damage caused by a range of perils that might happen. These are specific one-off events and include storm, for example. But, for a claim to be successful, the onus rests on Mr W to show that the damage he's claiming for was caused by one of the perils listed in his policy.

There are three conditions that need to be met before this service would say a claim for storm damage should succeed. Those are:

1. Is there evidence that there was a storm around the date of the damage?
2. Is the damage consistent with what we would normally consider storm damage?
3. Was the storm the main cause of the damage?

I have re-assessed Mr W's complaint and all the evidence with these three questions in mind. The answer to all three questions needs to be 'yes' for this service to be able to recommend that a storm complaint is upheld.

In weighing up the first question, I can see that Mr W's policy defines the word 'storm'. I've noted that definition but, here, I don't need to consider whether the weather recorded at around the time the damage occurred meets the policy definition because, as our investigator correctly identified, QIC doesn't dispute there were storm conditions in Mr W's locality on 18 February 2022. So, I can answer question one affirmatively.

Turning to question two, I've thought about whether the damage claimed is consistent with damage a storm typically causes. Like our investigator, I'm satisfied that damage to a rear garden wall is something that could be expected following a storm. So, I'm able to answer this question affirmatively.

I'll turn now to the issue of whether I think the storm was the main cause of the damage in this instance.

As I set out in the background to this complaint, QIC instructed A to visit Mr W's property to assist it in determining the cause of damage. It isn't unreasonable for QIC to use A's assistance in assessing a claim for damage following a storm. But I'd also expect QIC to consider other opinions on the cause of damage that may be available with an open mind.

I've carefully considered A's report. I can see it inspected the wall within around a week of the damage occurring and thought the wall had fallen due to it reaching the end of its lifespan. It thought this had happened due to erosion at its base level and said the wall was leaning toward the rear at varying degrees along its length. It said this had all served to compromise the structural stability of the wall. And it said it had noted evidence of *"soil in the centre void inside the wall, indicating the two constructed leaves of the wall had been separating for some time"*.

Based on A's report, I don't think QIC acted unfairly in initially declining to settle Mr W's claim. I say this because I understand there was no independent evidence, such as a report from another surveyor, for it to consider at this stage of the claim. It only had A's opinion.

QIC told our service that, after Mr W complained about its repudiation decision, it asked an in-house surveyor to review A's report and the images it took to confirm the cause of damage. I think that was reasonable action for it to take in the circumstances.

I can see that QIC's in-house surveyor agreed with A's opinion that the damage to the wall was due to its age and condition. However, it appears that, at this stage of the claim, Mr W had provided QIC with surveys that were undertaken on other parts of the same wall by companies, which I'll refer here to as "F" and "S". These had been disclosed to him by neighbours, who'd gone on to make successful storm damage claims with their insurers.

Mr W has provided an exchange of messages with QIC, which indicates it wasn't willing to consider the content of reports from F and S. It informed him that these reports had been completed after the wall had failed and that it was only prepared to assess his claim based on the opinion of A. I'm not persuaded that this was fair or reasonable.

I've considered the content of the independent reports from F and S on the condition of the wall. These reports offer a different opinion on the cause of damage. I'm satisfied that F and S have sufficient expertise to offer a view on the cause of damage and that each undertook an appropriate and adequate inspection of the wall during their visits. I can also see that their reports are much more detailed than A's.

F inspected parts of the wall on 23 September 2022 and appears to specialise in wall construction and maintenance. In its report F stated *"there were no large shrubs or trees close to the wall that would have contributed to the collapse"* and it had *"no reason to believe that the wall had suffered from poor repairs or neglect"*.

F thought the footings were in good condition and hadn't been compromised by excavation and said the *"mortar was sound and...in good condition"*. It also said the wall had been suitably maintained with *"well timed"* repairs.

F concluded its report by stating *"the cause of the collapse is very likely to be the high winds experienced...with the gusting wind rocking the wall until momentum built up and it fell...without these unusually high winds the wall would have survived for many years"*.

S seems to specialise in historic masonry and indicates that it also inspected the wall in September 2022. It stated that *"biological growth and wet conditions are not considered a likely contributing factor"* in the wall suffering damage. It said the bricks were in good condition and *"the mortar was both clean and well consolidated"*. There was *"no unsuitable*

re-pointing or in fact the need for repointing” and the foundations weren’t disturbed by root networks, insects or large species.

S observed a slight lean in foundations but stated “*the lean is considered insignificant and typical for a historic wall*” and wouldn’t have justified structural reinforcement. And it didn’t identify any work as needing to be undertaken prior to the wall collapsing, which may have prevented the damage occurring.

S concluded its report by stating that the collapse of the wall could be attributed to the strength of the wind alone.

Both F and S are consistent in their assessment of the condition of the wall. They both believe the storm was the dominant cause of the damage and have provided a clear rationale as to their reasons. I’m persuaded that their opinion regarding the condition of the mortar, the wall footings and lean is reliable and credible. Their opinion on these matters discredits A’s opinion that these issues have caused the wall to fail.

The reports from F and S were completed following an assessment over 6 months after the wall collapsed. But, as they comment in detail on the condition of the wall and mortar, I don’t think a delay in assessing the wall has caused any unreliability in the opinion offered here.

I think QIC ought to have attached weight to the reports from F and S and considered them carefully in reassessing Mr W’s claim for the reinstatement of his rear garden wall. Had it done so, it’s likely this would have led to QIC taking a more sympathetic view of Mr W’s claim – settling it in his favour. And this would have prevented him from having to refer his complaint to our service.

As I’m persuaded that the damage, most likely, occurred due to the storm in mid February 2022, I’m satisfied that Mr W has shown that the damage he’s claiming for was caused by one of the perils listed in his policy. It follows that I’m upholding this complaint and direct QIC to settle Mr W’s claim to reinstate his rear garden wall.

Putting things right

In order to resolve this complaint, I’m directing QIC to settle Mr W’s claim for the reinstatement of his rear garden wall.

My final decision

My final decision is that I uphold this complaint. QIC Europe Limited should resolve this complaint by settling Mr W’s claim for the reinstatement of his rear garden wall.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr W to accept or reject my decision before 27 March 2023.

Julie Mitchell
Ombudsman