

The complaint

Mr A complains about QIC Europe Ltd ("QIC") for declining his claim in its entirety. He wants QIC to accept and settle his claim for damage.

What happened

Mr A held building insurance with QIC from May 2022.

In November 2022, following heavy rain, Mr A observed that the brick wall above his garage doors was bowing and cracked. Shortly afterwards, the wall collapsed, and in doing so the bricks caused damage to the garage doors and the tarmac driveway.

Mr A submitted a claim to QIC. QIC sent an assessor to Mr A's home a short while later. They took photographs and considered that the collapse of the wall was not caused by an insured event as it appeared to the assessor that the lintels had rotted and so had been unable to properly support the bricks above.

The surveyor advised Mr A that the wall would not be covered, but that the garage doors and tarmac should be covered under the accidental damage cover he had as part of his policy.

QIC then considered the claims and declined both parts of the claim. QIC argued that there was no qualifying storm, and also that the damage to the wall was caused by a design fault and wear and tear. It considered that the underlying cause for damage to the garage doors and tarmac was also wear and tear and so applied the exclusion for this.

Mr A was not happy with this and contacted us.

Our investigator looked into his complaint and did not recommend that it be upheld. They considered that the decision made by QIC was reasonable in the circumstances.

Mr A did not accept that view and asked for an ombudsman decision.

I issued a provisional decision in respect of this matter in April 2023. In that provisional decision, I set out that I had not seen evidence that QIC's decision about the wall was unfair, but that I considered that the damage which the collapse caused, to the garage doors and the tarmac, ought to have been covered under the accidental damage part of Mr A's policy. I therefore thought that QIC should reassess and settle that part of the claim, and also pay to Mr A £150 compensation.

That provisional decision has been shared and the parties have been invited to comment. Both the business and Mr A have responded and accepted the provisional decision.

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.

As the parties have accepted the provisional decision I remain of that view and I adopt my provisional decision as my final decision.

My final decision

For the reasons given above and in my provisional decision, I uphold Mr A's complaint and direct QIC Europe Ltd to:

- Assess the damage caused to Mr A's garage doors and tarmac, and any other damage caused by the collapse of the wall, and settle this in line with the remaining policy terms; and
- Pay to Mr A £150 compensation for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 June 2023.

Laura Garvin-Smith
Ombudsman