

The complaint

Mr and Mrs H complain that QIC Europe Limited (QIC) have declined their claim for vandalism under their home insurance policy.

What happened

Mr and Mrs H took out home insurance with QIC. In February 2023 a wall at the front of their property was damaged by vandals. This was reported to police. The wall was damaged again the following day – and again reported to police. Mr H informed QIC and made a claim on the policy.

QIC sent a surveyor to assess the damage to the wall. He said that the wall was in a poor state due to its age and that a wall in good condition would not have been able to be damaged in the way that it was. QIC concluded that the cause of the damage was wear and tear and declined the claim. Mr H complained to QIC who reviewed its decision but didn't change its mind. It referred to the general exclusions section in the policy and said that it was correct to decline the claim for wear and tear, or gradual deterioration.

Mr and Mrs H didn't agree and brought their complaint to this service. Mr H had the wall demolished and rebuilt at a cost of £1,620. He would like this sum refunded by QIC.

Our investigator looked into the complaint and didn't think QIC had acted fairly. She didn't think that QIC had done enough to say that the damage was due to wear and tear and not vandalism. She said that QIC should re-consider the claim under the remaining terms of the policy. QIC didn't agree and asked for an ombudsman's 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.

When an insurance claim is made it's for the insured to prove there has been an insured peril – something that's covered under the policy. Mr H says that his wall was vandalised, and he reported it to police. QIC don't appear to dispute this. The policy includes cover for malicious damage or vandalism – and so I'm satisfied that there is an insured peril.

QIC rely on an exclusion in the policy to decline the claim and it's for QIC to prove that the exclusion applies. I've started by looking at the policy. I can see that it excludes any gradual or maintenance related loss or damage, including wear and tear and gradual deterioration - so I need to decide if QIC has acted fairly and reasonably when applying this exclusion.

QIC rely on their surveyor's report. It says that a wall in a good state of repair would not be able to be affected by vandals. It says that the cement between the bricks was old and the bricks were loose. The report was reviewed by QIC's in-house surveyor who said that the wall had previously been left in a poor state – although he accepted that some re-pointing had been done. He concluded that the wall had lost its integrity over the years and that a well maintained wall would not have been damaged by vandals.

Mr H disputes that the wall was in such a poor state. He says that he had the wall re-pointed on two occasions and that there were no loose bricks before the damage.

I've read the surveyor's report and looked at the photos. I can see the damage that has been caused to the wall. The surveyor refers to the wall leaning over – although this isn't obvious from the photos and so I don't think it's significant. He says that the bricks the vandals moved were loose – although I'm not sure on what basis he says this as he only inspected the wall after the damage. I can see that some of the cement mortar looks old in parts, but I can't see that there are any other loose bricks apart from those that were removed by the vandals. The ones adjacent to the damage don't appear to be loose – and there's nothing in the report to say that they are. The report says that "*all the affected area is loose*" which I take to mean the area affected by the vandals.

The field surveyor says that the bricks were "*lifted off*" by the vandals. However, we don't know how the damage was caused – what force was used or if the vandals had any tools or implements. It's unlikely that we will be able to find this out now – so I can't rule out that the vandals used force to remove the bricks. If this was the case, I think it's possible for damage to have been caused to bricks that weren't loose beforehand.

On balance I don't think QIC has done enough to show that the exclusion applies, and that the damage was due to wear and tear rather than vandalism. I don't therefore think that it has treated Mr and Mrs H fairly.

I understand that Mr H has now had the wall re-built. I can't say whether or not QIC should cover the cost of this, but I think that QIC should now re-consider the claim under the remaining terms of the policy.

My final decision

My final decision is that I uphold this complaint and require QIC to re-consider the claim under the remaining terms and conditions of the policy.

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

Elizabeth Middleton
Ombudsman