

The complaint

Mr B complains that QIC Europe Limited unfairly declined a claim he made under his home insurance policy.

QIC is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As QIC has accepted it is accountable for the actions of the agents, in my decision, any reference to QIC includes the actions of the agents.

What happened

In April 2020, Mr B made a claim under his home insurance policy with QIC after noticing damage to one of his outbuildings, following a storm.

QIC arranged for a surveyor to assess the damage. The surveyor concluded that the shed was in a very poor state of repair and had reached the end of its lifespan. After Mr B phoned QIC for an update, it told him it had declined his claim.

Mr B appealed against QIC's decision and later raised a complaint. However, QIC maintained its position. So, Mr B asked our service to consider the matter.

Our investigator didn't think Mr B's claim should be upheld. She thought it was fair for QIC to rely on the wear and tear exclusion in its policy to decline the claim.

Mr B disagreed with our investigator's outcome. He said his outbuilding was an asbestos hut and provided a link to some information about these. The asbestos sheets forming the walls and roof of the hut could not be independently removed or replaced without dismantling large areas of the structure. He said he wouldn't have been able to replace the sheets as asbestos has been banned for many years and disputed that they'd needed replacing prior to the storm. The hut was structurally sound before the storm because of repairs he'd carried out. He could not have predicted the storm damage and any further preventative measures that he could have taken prior to the storm.

Mr B also commented that the surveyor had arranged to meet him at the property but was early and departed before his arrival. This meant Mr B hadn't had the opportunity to discuss the structure of the hut, along with the nature of his previous repairs and the damage that occurred.

As Mr B disagrees with our investigator's outcome, his 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.

Having done so, I've decided not to uphold Mr B's complaint. I'll explain why.

I've considered everything Mr B has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr B I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Mr B says the damage to his outbuilding was caused by a storm that occurred in February 2020. He would like QIC to accept liability and pay for the costs of providing him with a new shed of comparable size, including the removal and disposal of the existing building.

"*Storm*" is one of the insured causes of loss, destruction or damage listed as being covered by the policy. However, QIC says the damage was due to the age of the shed and not as a direct result of an insured peril (i.e. the storm). It says the adverse weather had merely highlighted further issues that already existed due to the poor condition of the roof.

The surveyor's report says:

"The external damage is to the shed. This is an old barn style shed and has a curved corrugated sheet roof. This is almost certainly made with asbestos and therefore testing is required before work begins. The roof is in a very poor pre-loss condition and has reached the end of its life span. The sheets have a vast amount of previous cracks in them and we can see there has been a lot of previous repairs done in the past. Therefore we would consider the damage is due to the age of the shed and not a direct result of an insured peril".

QIC has provided photographs of the outbuilding, which support the surveyor's comments. I can see a number of cracks, some of which have been patched up with tape, as well as holes in the roof sheets. QIC has commented that such measures would not have been necessary if the areas in question were in an appropriate state of repair.

I appreciate Mr B is of the opinion that the repairs he'd carried out prior to the storm were adequate and the structural integrity of the outbuilding was sound. However, I've no reason to doubt the expert opinion of QIC's surveyor who concluded that the outbuilding had reached the end of its lifespan. The photographs support what he's noted about the roof being in a poor pre-loss condition.

The terms and conditions of the policy exclude cover for damage caused by "*wear and tear, gradual deterioration, rust or oxidation*".

Based on what I've seen, I think it was reasonable for QIC to have concluded that the damage to the outbuilding wasn't a direct result of the storm. Rather, it appears to have highlighted an existing problem with the condition of the roof. So, I think it was fair for QIC to decline Mr B's claim.

I know my answer will be disappointing for Mr B, but I think QIC has acted fairly and reasonably, in line with the terms of the policy. So, I don't require it to do anything further.

My final decision

For the reasons I've explained, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 October 2023.

Anne Muscroft
Ombudsman