

The complaint

Mr S and Miss W have complained that QIC Europe Ltd (QIC) unfairly declined a claim under their home insurance policy.

I will normally only refer to Miss W as she dealt with the complaint.

What happened

Miss W contacted QIC when a polytunnel in her garden was damaged during a storm. QIC initially accepted the claim. However, it then declined it because it said a polytunnel wasn't a permanent structure, so it wasn't covered by the policy.

When Miss W complained, QIC maintained its decision to decline the claim. So, Miss W complained to this service. Our investigator upheld the complaint. He said the evidence provided by Miss W showed the polytunnel was in a fixed position. So, he said QIC had incorrectly applied the policy wording. He said QIC should reassess the claim against the remaining policy terms and conditions.

As QIC didn't reply to our investigator, the complaint was referred to me.

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 uphold this complaint. I will explain why.

The policy said it covered:

“Detached garages, sheds, greenhouses, summer houses and other permanent structures set apart from the main building which you live in and which are used for domestic or business administration purposes.”

But that it didn't cover: *“any inflatable or non permanent structure”*.

QIC declined the claim because it said a polytunnel was a temporary structure. So, I've thought about whether that was fair. QIC pointed to some published guidance that described polytunnels as temporary structures. Miss W provided evidence of how the polytunnel was constructed. This included details of the installation process, which required making excavation holes for the foundations and then setting the foundation tubes in concrete. I've also seen a photo of the concrete foundations.

Based on what I've seen, I think the polytunnel was fixed permanently in place and that it was therefore a permanent structure. On that basis, I think it was unfair for QIC to decline the claim. As a result, I uphold this complaint and require QIC to reconsider the claim under the remaining terms and conditions of the policy. It should regard the polytunnel as a permanent structure.

Putting things right

QIC should regard the polytunnel as a permanent structure and reconsider the claim under the remaining terms and conditions of the policy.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require QIC Europe Ltd to reconsider the claim under the remaining terms and conditions of the policy, treating the polytunnel as a permanent structure.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Miss W to accept or reject my decision before 2 January 2023.

Louise O'Sullivan
Ombudsman