

The complaint

Ms W has complained that QIC Europe Ltd decline a claim made under a commercial buildings and contents policy.

All references to QIC include firms acting on its behalf with delegated authority.

J is represented by Ms W – so for simplicity I shall just refer to Ms W rather than J.

What happened

In August 2022 Ms W made a claim following a break-in at J's public house. Ms W said that money was stolen from the safe and from a purse as well as identity cards. She reported the matter to the police.

QIC declined the claim. It said cover is provided for:

'Theft or attempted theft involving entry to or exit from the Buildings at the Premises by forcible and violent means or actual or threatened hold up assault or violence'

Although Ms W sent in photos of the door where the break in occurred and video evidence of the door and its location, that evidence didn't show that forcible and violent entry took place.

Ms W referred the complaint here. Our investigator didn't recommend that it be upheld as the evidence Ms W submitted didn't show that forcible and violent entry had taken place. The investigator acknowledged that Ms W had been advised not to send in evidence of the break in by its area manager, but she didn't think that QIC were responsible for that.

Ms W disagreed with the investigator's view – she said that it had sent all evidence regarding the damaged door.

I issued a provisional decision saying as follows:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The regulator's rules say that insurers mustn't turn down claims unreasonably. So I've considered, amongst other things, the Insurance Act 2015, the policy terms and the available evidence, to decide whether I think QIC treated J fairly.

It is not in dispute that a break-in took place. I can see that when considering the claim QIC asked for details regarding the lock in October 2022, to ensure that security requirements had been complied with. I think that was fair. No response was received to that enquiry and chasers were repeatedly sent. When photos were received, they didn't show the lock prior to replacement. Accordingly QIC declined the claim as theft cover is only provided if entry is by forcible and violent means.

Ms W felt this was unfair as it said that the area manager had advised that evidence of the break-in should be held back. It sent whatsapp messages showing this. She said that she

had provided evidence that there was a break in. I agree that QIC is not responsible for the advice Ms W received from her manager.

But given that the break in was reported to the police, I think it would have been prudent for QIC to request and examine the police report. Ms W has said that she sent the crime number with the officer's name to QIC. QIC said its claims handler didn't feel there was a need for the police report to paint a picture of the events that unfolded, whether security requirements were met and if forced entry occurred.

However, it may be – although it is not clear – that officers attended and saw the damaged door soon after the incident. A statement may have been taken that corroborated Ms W's version of events. Had that been so QIC should have gone on to assess the claim taking account of that evidence. I can't say whether the claim would have been admitted, as there are other policy terms that may have been relevant. But without at least making this enquiry I don't find that QIC fairly assessed Ms W's claim.

Accordingly I'm minded to require QIC to now make this enquiry. It should then re-assess J's claim in the light of the police report or any evidence it obtains from the police. J should be aware that I am not directing QIC to pay the claim, only to re-assess if a police report is available.

I'm minded to find that J has been caused inconvenience by the claim not having been assessed fully. I think compensation is due and I'm minded to require QIC to pay J £100.

My provisional was for QIC Europe Ltd to attempt to obtain a report from the police regarding the reported break-in on 28 August 2022. If a report was obtained re-assess J's claim. And it should pay J £100 in compensation for inconvenience caused.

Ms W replied to say that she hadn't been able to get hold of the police report but had given the details to QIC. She said that she had struggled financially due to the claim not being paid and had been left depressed and on medication.

QIC didn't respond to my 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.

I said I'd consider any further comments or evidence, but unless that information changed my mind, my final decision was likely to be along the lines of my provisional decision.

QIC didn't respond and Ms W on behalf of J didn't object. I'm sorry to note the comments that Ms W has made about the impact that this incident has had on her. But having considered all the evidence I'm not minded to change my provisional findings which I adopt here.

If it is not possible for any reason to obtain the police report, having made timely efforts to do so, QIC should also explain the reason to Ms W.

My final decision

My final decision is that I require QIC Europe Ltd to:

- Attempt to obtain a report from the police regarding the reported break-in on 28

August 2022.

- If a report is obtained re-assess J's claim. If no report is obtained, explain why to J.
- Pay J £100 in compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask J to accept or reject my decision before 7 January 2025.

Lindsey Woloski
Ombudsman