

## **The complaint**

Mr L has complained about the actions of an agent when attending his property as part of QIC Europe Ltd's consideration of an escape of water claim.

## **What happened**

In May 2022 Mr L reported an escape of water from a bathroom which caused damage to his bungalow. Included in the damage was water damage to the bathroom flooring and a bedroom carpet next to the bathroom. Mr L said he told QIC he had dried the carpet out, having identified the source of the leak.

QIC instructed a specialist drying team and an agent visited Mr L's property. From the timeline of the reports provided by QIC, an agent assessed the condition of the carpet on 24 May 2022.

Mr L said the agent who inspected the carpet told him it was beyond economical repair and so he removed a large part of the carpet - and the cushion flooring from the bathroom. Mr L said he raised concerns about this action with the agent, but the agent assured him that the flooring replacement would be covered under his policy with QIC. So Mr L says it was on this basis he agreed for the removal of the carpet and cushion flooring to take place.

On 27 May 2022 a Surveyor attended to consider Mr L's claim for an escape of water and the associated damage to his bungalow. They reported that the cause of damage was gradual. This meant the damage was excluded from cover under the policy and so QIC declined Mr L's claim. QIC said it wouldn't meet the costs to replace the flooring which had been partly removed.

Mr L complained to QIC. He was disappointed with its decision to reject the escape of water claim, but he accepted it. However, he didn't agree it was fair for QIC to refuse to meet the costs to replace the bedroom carpet and bathroom cushion flooring.

QIC didn't uphold Mr L's complaint. It said it instructed a specialist drying team to attend first in order to mitigate the property from further damage. QIC said it was within the drying team's authority to remove items it determined as not restorable - and that they could do this irrespective of the outcome of the claim under the policy terms.

QIC said moisture level readings were raised and photos of the carpet showed signs of mould. So it said the actions of the drying team specialist was correct, given the number of associated health issues with mould and the risk of further damage. QIC said the carpet was removed to allow the floor to dry.

Mr L remained unhappy and asked us to look at his complaint.

Our Investigator recommended the complaint should be upheld. He didn't think it was fair for QIC's agent to remove a large part of Mr L's carpet and cushion flooring before the decision to accept or reject the claim had been made. He believed Mr L's account that he had been assured by the agent before authorising the removal of the damaged carpet and bathroom flooring that QIC would cover the costs to replace it. The Investigator could find no evidence of high moisture readings or mould from the reports and pictures provided by QIC.

The Investigator recommended QIC to pay the full costs to replace the bedroom carpet and cushion flooring. He thought QIC should pay Mr L £250 compensation for the distress and inconvenience caused by the agent's actions in removing the flooring.

QIC didn't agree. Mr L didn't provide any comments on the Investigator's view dated 5 January 2023. So the case 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.

Under the drying agent's report dated 24 May 2022, it reads:

*"(agent name inserted here) confirms that the property detailed below has been dried to pre-loss condition. This document confirms that moisture levels in the property detailed above have been returned to a satisfactory level and pre-loss condition (Subject to any information detailed in the "Notes/exclusions" section above)."*

I can find no reference to notes or exclusions about the moisture levels elsewhere in the report other than under the heading "Description of warranty/pre-existing issues?" This reads:

*"Small area giving elevated reading. This will dry naturally, assisted drying not needed."*

Photos of the carpet were attached to the drying agent's report - which QIC says show signs of mould. But I don't agree. I don't think the photos show signs of mould damage to the carpet.

So from the information provided I'm not satisfied that it was reasonable for the drying agent to have removed the flooring from the bathroom and bedroom. I think it's more likely on balance that the drying agent made this decision believing QIC would meet the costs for replacement flooring.

As the agent acted on behalf of QIC, I think a fair outcome is for QIC to meet the costs to replace the flooring that was removed. And I think Mr L has been caused unnecessary distress and inconvenience over and above what would be reasonably expected when dealing with a claim. The outcome of the drying agent's actions means Mr L has been unnecessarily without adequate flooring in two rooms for a considerable period of time.

So I think QIC should pay Mr L compensation of £250 for the distress and inconvenience caused.

### **My final decision**

My final decision is that I uphold this complaint. I require QIC Europe Ltd to do the following:

- Meet the costs to replace Mr L's bathroom and bedroom flooring (including any appropriate underlay) which was removed by its drying agent.
- Pay Mr L £250 compensation for the distress and inconvenience caused.

QIC Europe Ltd must pay the compensation within 28 days of the date on which we tell it Mr L accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of

8% a year

If QIC Europe Ltd considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr L how much it's taken off. It should also give Mr L a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 3 March 2023.

Geraldine Newbold  
**Ombudsman**