

The complaint

Mr A and Mrs A complain about delays by QIC Europe Ltd (QIC) in the handling of their claim on their home insurance policy and about the quality of repairs it carried out.

QIC is the underwriter of Mr A and Mrs A's policy, so it's their insurer. Part of Mr A and Mrs A's complaint concerns the actions of QIC's agents. As QIC has accepted it's accountable for the actions of its agents, in my decision any reference to QIC includes its agents.

What happened

Mr A and Mrs A made a claim on their home insurance policy with QIC for storm damage to their main roof and to their garage roof. QIC initially turned down Mr A and Mrs A's claim for storm damage to their main roof (although I understand from Mrs A that it later accepted this claim). But, separately, QIC accepted their claim for damage to the garage roof as accidental damage. I understand this was because tiles from the main roof had fallen onto the garage roof, causing damage.

Mr A and Mrs A say it took QIC six months to repair the garage roof. They say the workmen who took off the old roof sheets from the roof structure levered themselves against the structure beams to remove them, which bent the beams. They say having new roof sheets fixed to the bent beams means they now have a "wonky" roof, which looks "horrendous". Mr A and Mrs A want QIC to replace the beams.

When Mr A and Mrs A complained to QIC about the repairs, it didn't uphold their complaint. It said the roof repair looked incorrect because of a "latent" defect with the roof beams. And QIC said this was excluded under the terms of Mr A and Mrs A's policy. But QIC offered (and I believe has paid) Mr A and Mrs A £200 in compensation for three months of avoidable delays in dealing with their claim.

When Mr A and Mrs A brought their complaint to us, the investigator who looked at it didn't uphold it. He said that, based on the evidence, he didn't think QIC should replace the beams. And he thought the compensation QIC had offered Mr A and Mrs A fairly recognised the distress and inconvenience it had caused them.

Mr A and Mrs A disagreed with our investigator's findings. They said they've been left with a "poorly fitting" roof that looks like an "eyesore" and had to wait six months for the repair "with many stresses and tensions on the way".

In my provisional decision of 23 February 2023, I explained why I didn't think QIC had treated Mr A and Mrs A fairly. Both Mr A and Mrs A and QIC have accepted my provisional decision, which has now come to me for a final 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.

For the reasons I gave in my provisional decision, I don't think QIC has treated Mr A and Mrs A fairly and reasonably. Here's what I said:

"Turning first to the issue of the repair to the garage roof. As I've mentioned, Mr A and Mrs A say QIC's workmen bent the beams when repairing it. From what Mr A and Mrs A say, I know this is their firm and genuine opinion. But Mr A and Mrs A haven't given us any expert evidence to support that opinion.

QIC has a different opinion. It says there's a latent defect in the roof. Under the terms of Mr A and Mrs A's policy, a latent defect is a fault "which exists but which only causes a problem at a later stage". QIC says its surveyor looked at two photos of the roof before the repairs were carried out and these showed the roof sheets, at ridge level, "already had gaps between the ridge and roof sheets". The surveyor says the gaps in the new roof appear to "mimic" these points on the original roof and so should be considered a latent defect. But QIC's surveyor's opinion is based, it seems, on a desk-top assessment of two pre-repair photos of the external roof structure. So far, I've seen no evidence to suggest QIC has instructed an expert to carry out a detailed on-site assessment of the whole roof structure, including, in particular, the bent internal roof beams.

When an insurer chooses to settle a claim by repair, we expect it to indemnify the consumer by carrying out an effective and lasting repair. To be effective, the repair must fully put right the damage. And to be lasting, it must do so for an appropriate amount of time. And sometimes, when the only way to carry out an effective and lasting repair to the insured damage (that is, damage the insurer will cover) is to carry out work on uninsured damage (that is, damage the insurer doesn't cover), we think it's fair and reasonable to direct an insurer to do that.

I think both Mr A and Mrs A and QIC agree the damage to the garage roof (that is, the damage QIC is covering under Mr A and Mrs A's policy) didn't cause the problem with the beams. But, in essence, what Mr A and Mrs A are saying is that, for there to be an effective and lasting repair to their damaged garage roof, QIC should also carry out work on the uninsured damage. Put simply, they say QIC should replace the beams.

Before we direct an insurer to carry out uninsured work, however, we must first be satisfied that the need to carry it out has arisen as a direct result of the insured damage. And then we must be satisfied the uninsured work is genuinely necessary for an effective and lasting repair to the insured work.

The evidence in this complaint is limited. It's mostly confined to pre- and post-repair photos of the outside garage roof. Both parties dispute what has caused the beams to bend and there are no expert reports based on on-site assessments to say what has caused the problem.

We are an evidence-based service. But, as I've highlighted above, the evidence I've got so far on this issue isn't enough for me to be able to make a decision about whether it's fair and reasonable to direct QIC to replace the beams so as to settle Mr A and Mrs A's claim.

It's unfortunate but, in these circumstances, I think the best I can do to achieve a reasonably fair outcome is to direct QIC to instruct an expert to carry out an on-site inspection of Mr A and Mrs A's garage roof and its supporting internal structure and to provide QIC with a report with his or her assessment of what has caused the roof beams to bend. This should then enable QIC to make an informed decision about how to progress the settlement of Mr A and Mrs A's claim fairly and reasonably.

It is, of course, open to Mr A and Mrs A to get their own expert's opinion. If they were to do

this, I would expect QIC to take their expert's report into account when deciding how to progress their claim. And if Mr A and Mrs A were unhappy with how QIC treats them following the provision of expert(s) reports, they can, of course, bring a new complaint.

As a final point on this issue of repair to the garage roof, it is also open to QIC to reconsider its position and offer to replace the roof beams, as Mr A and Mrs A have requested. I think this would be a reasonably quick and easy way to resolve the complaint. But, for the reasons I've given above in relation to lack of evidence, based on what I've seen so far, this isn't something I can fairly direct QIC to do.

Turning next to the issue of compensation. Mr A and Mrs A are unhappy with the length of time QIC took to carry out the garage roof repair. QIC has accepted there was an avoidable delay in dealing with the claim of around three months. For this, I believe it has paid Mr A and Mrs A £200 in compensation.

From what Mr A and Mrs A have told us, they had to live with a "big hole" in their garage roof for more than six months while waiting for it to be fixed and this was following "many frustrating calls to chase the repairs up". So I can see they've experienced more than the levels of frustration and annoyance I'd reasonably expect from day-to-day life. This has been inconvenient and stressful for Mr A and Mrs A and is clearly not what they expected to happen when they made their claim. In these circumstances, and based on what I've seen so far, I think the compensation of £200 QIC has offered (and I believe paid) Mr A and Mrs A is fair and reasonable for the distress and inconvenience it has caused them."

As I've mentioned, both Mr A and Mrs A and QIC have accepted my provisional decision. Mr A and Mrs A have also confirmed QIC has paid them £200 in compensation for its delay in dealing with their garage roof claim.

In addition, Mrs A has also asked me to clarify in my final decision that the expert QIC appoints to carry out the on-site inspection of the garage roof should be independent of QIC – that is, not part of its company structure. I'm happy to make that clarification.

Finally, Mr A and Mrs A have told us there were delays by QIC in accepting their claim for storm damage to their main roof. The delays by QIC that I've looked at in this complaint are those that relate specifically to the repair of the damaged garage roof, which QIC accepted as accidental damage. If Mr A and Mrs A wish to complain about delays by QIC in accepting their storm damage claim for their main roof, they will need to raise these with QIC in the first instance. And if they're unhappy with QIC's response, they can bring a new complaint to us.

My final decision

For the reasons I've given in my provisional decision (which now form part of this final decision), I don't think QIC Europe Ltd has treated Mr A and Mrs A fairly. So I direct QIC Europe Ltd to obtain an independent expert's report, based on an on-site assessment, into the cause of the problem with Mr A and Mrs A's garage roof beams. This is so QIC Europe Ltd can make an informed decision about how to settle Mr A and Mrs A's repair claim fairly and reasonably.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 26 April 2023.

Jane Gallacher
Ombudsman