

The complaint

Mr P isn't happy with the repairs that have been carried out by QIC Europe Ltd (QIC) following a claim under his home insurance policy.

What happened

In February 2022 Mr P made a claim on his home insurance following accidental damage to his garage door. QIC accepted the claim and instructed its contractors to carry out repairs.

The contractors made temporary repairs and arranged to come back to fit a new door. Mr P made a number of calls to QIC expressing his concern about security to his house which could be accessed through the garage. A new garage door was fitted in May 2022.

The new garage door was not the correct size and Mr P reported this to QIC. There were gaps around the door and Mr P was concerned that it would be easy to break the lock as the mechanism was visible at the top. The contractors agreed to try to source a new door.

Mr P complained to QIC saying that the garage door was too small and didn't fit. QIC said that its contractors were unable to source a door of the exact size required. It referred to its terms and conditions and offered to attach a timber beam or weather strip to the door, or to pay a cash settlement based on a quote Mr P had obtained for a new door. QIC offered £2,180 plus VAT but Mr P rejected this offer and brought his complaint to this service.

Mr P would like QIC to arrange for a new door to be fitted and to pay compensation as he says that the problems with the garage door left his house insecure and has had a significant impact on his mental health.

Our investigator didn't think that QIC had properly fitted the new door but that it had offered Mr P suitable options to put the situation right and that these were in line with its terms and conditions. He acknowledged the distress and inconvenience Mr P had been caused and thought that an award of £100 compensation was fair. Mr P didn't agree and asked for an ombudsman's decision.

My provisional decision

On 6 March 2023 I made a provisional decision. I said:

"Buildings insurance policies are generally policies of 'indemnity'. This means they aim to put the policyholder back in the position they were in just before the loss or damage occurred. The insurer should usually try to do this - but sometimes it's simply not possible. QIC initially attempted to deal with the claim by replacing Mr P's garage door. However, once the door was fitted it was obvious there were significant gaps between the top of the garage door and the frame. This can be seen from the photos taken by Mr P. I don't think there's any dispute now that the door doesn't fit well. QIC have said their contractors are unable to source a door of the correct size and so offered to pay a cash settlement. QIC say this is in line with its terms and conditions."

I've looked at the terms and conditions of Mr P's policy to see how QIC say they will settle claims. Under the relevant section, it says that "If we cannot offer rebuilding work, repairs or replacements (as defined by us) through our preferred contractor, we will pay you: a. fair and reasonable costs to have the work carried out by your chosen supplier; or b. the amount by which the buildings have gone down in value as a result of the damage; whichever is lower." So, the policy allows QIC to choose how it wants to settle a claim. If it's unable to offer a suitable replacement I would expect it to offer alternatives and I think the settlement offered to Mr P is in line with its policy. Whilst this may not be what Mr P wants, I think the offer is fair.

Mr P says that he was told by QIC that the door would be removed and a new one of the correct size fitted. He wants QIC to do what it said it would. Whilst I have sympathy with Mr P's position, I can't ask QIC to do something it says it's unable to do. I also don't think there is any obligation on QIC to fit a new door if it doesn't think it can. The policy allows for this situation – and QIC have offered a cash settlement so that Mr P can have the work carried out himself.

Mr P says that if QIC can't source a suitable replacement then it's unlikely that he will be able to either. However, QIC only use certain contractors, so its supply base is limited. Mr P has already approached a company who have said they can replace the door and provided a quote. I'm also aware that several of Mr P's neighbours have had their garage doors suitably replaced and are the same size as Mr P's. I therefore think it's likely that a suitably sized door can be sourced and fitted.

QIC have turned down an alternative option provided by Mr P for a side fitting door as this would provide betterment. I don't think this was unreasonable as I wouldn't expect QIC to pay for a more expensive option which would put Mr P into a better position than before the damage. I therefore think QIC's offer to pay a cash settlement for a new up and over door is fair.

Whilst I think the offer to settle is fair, I think QIC could have handled things better and resolved things more quickly. The new garage door was fitted on 18 May 2022 after some delay caused by suppliers, which I don't consider to be QIC's fault. However, Mr P was left with a garage door that didn't fit. I think QIC's contractor should have realised this immediately and tried to put it right. It didn't, and it was left to Mr P to make contact with QIC to raise the issue. The contractors then didn't re-attend to inspect the door until June 2022 and failed to get back to Mr P within a day or so as advised.

There was also poor communication from QIC about progress and Mr P had to chase this repeatedly. A final offer to settle the matter wasn't made until the 21 July 2022 – some two months after the door was fitted. Mr P told QIC about the impact the ongoing problems were having on his mental health and that this had led to him visiting his GP and taking increased medication.

Mr P also told QIC that he was particularly concerned that a poorly fitting garage door was a security risk. I've seen the photos and can see that there was a substantial gap at the top of the door. This made the lock mechanism visible. Whilst I can't say how easy it would've been to cut through the lock mechanism, I'm satisfied that the garage would've been less secure with a door which didn't fit properly.

I also accept that Mr P was very concerned about this and considered cancelling a holiday with his daughter as a result. Mr P's house can be accessed through the garage and whilst there is a suitable lock fitted to his internal door, the garage would normally offer an extra level of security. I understand that QIC did carry out temporary repairs before Mr P's holiday, but I don't think this issue was dealt with quickly enough. The prospect of having to cancel

his holiday was distressing for Mr P.

I'm therefore satisfied that QIC could have handled things better and that delay caused Mr P additional distress and inconvenience. I think an award of £350 compensation would be fair."

Responses to my provisional decision

Mr P doesn't accept that QIC's contractor is unable to source a suitable door and he doesn't think it fair that he has to accept a cash settlement. He says that the contractor he contacted for a quote wasn't his preferred supplier and that the quote is now out of date.

Mr P says there is no guarantee that a new standard sized door would fit due to manufacturing variations, and he wants QIC to fit a made to measure door which he said its contractor had initially offered. Alternatively, he says he will get an up-to-date quote for a made to measure door from his own contractor.

Mr P accepts the £350 compensation for inconvenience but says this doesn't reflect the distress QIC has caused him or the effect that their behaviour has had on his mental health. He suggested a sum of £5,000 would be more appropriate.

QIC says it agreed with my provisional decision regarding the settlement. It says that the offer to Mr P was for a standard door and not made to measure. It thinks that the compensation I awarded was too high but increased its original offer to £250. It says that the security issues were minimal and that delays were caused mainly by the supplier.

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 would like to reassure both parties that I've read carefully all the additional comments made – but I haven't seen anything new that makes me change my provisional decision – except that I think Mr P's original quote needs to be updated.

As I've said previously, I think it likely that a standard door of the correct size can be sourced and fitted. QIC say that it doesn't believe Mr P was offered a made to measure door and the quote it received from its contractors, which I've seen, would seem to confirm this. I therefore don't think it would be reasonable to expect QIC to pay for a made to measure door.

Mr P doesn't accept that QIC are unable to source a suitable door but as I've said above, I can't ask QIC to do something that it says it can't do. The policy allows QIC to make a cash settlement and when it does so it will pay Mr P the cash and he can use this to instruct a contractor of his choice. He doesn't have to use the contractor he obtained the quote from if he doesn't wish to.

I agree that Mr P's original quote dated 14 July 2022 for £2,180 plus VAT will need to be updated due to rising costs – as stated in the quote. The quote was also issued some 10 months ago. QIC was asked to comment on this but hasn't done so. As QIC agreed the original quote from Mr P's contractor, and I think this was fair, I think it reasonable for it to pay a cash settlement upon receipt of an updated quote for the same up and over garage door from Mr P's contractor.

I appreciate the impact Mr P says this case has had on him. However, I don't think the request for £5,000 compensation is reasonable. I also don't think that QIC's increased offer of £250 compensation is enough. I haven't seen anything new which makes me change my

mind from what I said in my provisional decision, and so I think £350 compensation for distress and inconvenience is fair.

My final decision

My final decision is that I uphold this complaint and require QIC Europe Ltd to:

- pay a cash settlement to Mr P upon production of an updated quote from his contractor; and
- pay Mr P £350 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 June 2023.

Elizabeth Middleton
Ombudsman