

The complaint

Mr S complains that QIC Europe Ltd have provided a poor standard of service when dealing with his claim regarding a leak, initially offered an inadequate settlement, and failed to provide alternative accommodation, and offered inadequate compensation.

What happened

Mr S held a buildings and contents insurance policy with QIC.

On 27 July 2022 he had a leak in his bathroom which resulted in the kitchen ceiling collapsing.

QIC advised that Mr S would need to pay for his own trace and access and repair to the leak, and they would then assess any related damage.

Mr S had the plumbing repair completed and QIC sent a surveyor out on 3 August.

Mr S says the surveyor was rude and dismissive didn't check the walls, joists, fixtures, appliances and sockets and following the visit he wasn't happy with the settlement. Mr S says that he and his pregnant wife had to move out because they were unable to use the kitchen, and that it took too long to resolve. He felt that alternative accommodation should have been offered.

QIC sent out a further surveyor on 25 November to consider Mr S's complaint and his claim that alternative accommodation was necessary. The surveyor identified that minor work could have been undertaken earlier to ensure that Mr S had access to cooking facilities, and he added several items to the scope of works. So, Mr S's complaint was partially upheld. A revised settlement for repairs was agreed and although QIC didn't accept that alternative accommodation was necessary they agreed that they could have done more to ensure that Mr S had adequate cooking facilities, and so they offered Mr S £250 compensation.

Mr S wasn't happy with this and brought his complaint to us.

One of our investigators has looked into Mr S's complaint. Following our investigator's view being issued, QIC offered Mr S a further £300 for additional food costs during the period that he didn't have a cooker or hob. The investigator thought that the total offer was fair.

Mr S disagreed with our investigator's view, and so the case came to me to review. I issued a provisional decision on the complaint. My provisional findings were as follows:
In this case I have to consider whether QIC have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.

I have reviewed all the evidence including the surveyor's reports, and Mr S's submissions about the impact on him and his wife.

I'm intending to uphold Mr S's complaint, but I don't agree with all of his complaint points and I will explain why.

Scope of works settlement

The surveyor visited shortly after the incident and validated the claim, agreeing that settlement should be offered. However, it wasn't until the second surveyor visited on 25 November that the scope of works was correctly amended and agreed. Several items had been missed by the first surveyor, including reimbursement for the trace and access, the faulty hob, damage to wall unit doors, impact damage to the PVC internal window sill, a water damaged downlight, a water damaged 13 amp double socket, decoration costs and damage to some bathroom fittings owing to the trace and access.

So although the settlement figure for the work was eventually agreed after the second visit, the inadequate assessment and settlement offer following the first surveyor's visit meant that Mr S was unable to get the repairs completed, and so the work was delayed from 3 August to 28 November, on which date the payment of £2,879.55 costs and £450 trace and access was made available to Mr S.

Alternative accommodation

In the policy terms and conditions it says:

"We will pay up to £100000 for:

The reasonable and necessary costs for alternative accommodation for you and your family and

Any rent which you have to pay

If you cannot stay in your home because your home has become unfit for living following loss or damage that is insured by this section."

Mr S has argued that as the house didn't have cooking facilities due to damage to the cooker and the possibility of falling debris from the kitchen ceiling, the house was uninhabitable and he should have been provided with alternative accommodation.

I've thought about this, and about makes a house uninhabitable. I don't consider that having limited cooking facilities would make a house unfit for living in. Mr S had heating, power, and washing facilities in the property. The bedrooms and living rooms were unaffected by the damage, and only half of the kitchen ceiling had fallen down. I accept that he didn't have the full range of cooking facilities available - only having a microwave, kettle and toaster, but I don't think that this makes the house unfit to live in, which is the requirement in the policy wording.

However, I do think that not having proper cooking facilities was an inconvenience that it was fair to expect QIC to compensate Mr S for whilst he was waiting to have the repairs done in line with the recommendations of the second surveyor. This would have covered additional food costs over and above what Mr S would ordinarily have spent on food, to compensate for having to buy more convenience type foods.

Following our investigation, I can see that QIC have offered Mr S an extra £300 in respect of this - which they have quoted as £100 per month for three months.

I appreciate that Mr S would like to have cooked and eaten fresh food every day as this was what he was used to, and he has said that he couldn't live off microwave meals. I agree that it wouldn't be ideal to live off microwave meals for a long period of time, but there is always some level of inconvenience and compromise when a claim is being sorted out, and I don't accept that it isn't possible to cook some fresh meals and ingredients using a microwave,

combined with using some fruit and vegetables that don't require cooking, I'm satisfied that providing Mr S with a food allowance would have been sufficient to support him to have a satisfactory level of food and nutrition during the period while the claim was being sorted out. The period for which a food allowance would be required was from the first surveyor's visit until the second surveyors report, so I think that £300 is fair for this period, as it only covers possible additional costs.

Failings in the service provided

The second surveyor who came to the property assessed the cooking facilities. He said that the hood and oven were undamaged but the hob was faulty with the rear back ring not functioning due to water ingress or impact damage. He said that as these hadn't been checked sooner, Mr S hadn't known if they were safe and so whilst in his view the property wasn't uninhabitable as some cooking facilities were available, the delay in getting this checked had caused some distress and inconvenience.

In addition, Mr S hadn't been offered the food allowance from the outset and the first surveyor had failed to properly complete the scope of works for the repairs. This has meant that Mr S had to complain delaying the resolution of the claim by around 17 weeks. For the inconvenience during that period, QIC have offered £250.

I don't think this figure is sufficient. Mr S shouldn't have had to complain in order to get a proper assessment of his claim, and the second surveyor's report identifies a number of shortcomings which would have left him out of pocket. In addition, if the appliances had been tested by the first surveyor, Mr S would not have had the inconvenience of cooking on reduced facilities for 17 weeks, which he says was stressful.

So, in view of that, I propose to increase the award for distress and inconvenience to £450. which more adequately reflects the time and inconvenience that it has cost Mr S.

Mr S has raised that his wife was pregnant and that the lack cooking facilities had an impact on her. When we look at making awards for distress and inconvenience, we can only make awards to eligible complainants under 2.7 of the DISP Rules. In this case Mr S is the sole policyholder and so he is the only consumer who is an eligible complainant under those rules. I appreciate that Mr S's wife also lived at the property, but as she isn't a joint policyholder, I can't consider the impact on her in terms of distress and inconvenience.

In the light of these findings, I therefore intended to uphold Mr S's complaint, and I invited the parties to comment.

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've received comments from both parties and I've taken these into account when making my final decision.

Mr S has again raised the question of why I can't take into account any distress and inconvenience of his wife when making my award. I have already explained this – I have to apply the rules that we have for making awards and I don't have the power to change them – and so when we are considering a complaint we can't take into account any inconvenience caused to anyone who is not an "eligible complainant" for the purposes of our rules.

The second issue raised by Mr S is that he has nowhere to prepare fruit and vegetables. I consider that at least part of the kitchen and certainly other parts of the house are usable for

these purposes, and the additional food allowance would have enabled Mr S to purchase pre prepared vegetables if required. I appreciate this is not ideal, but I think that the £450 I have recommended for distress and inconvenience reflects this.

Finally, Mr S has raised that QIC have offered £300 food allowance for three weeks, but that the period is actually 17 weeks. I have raised this with QIC and they have agreed to increase the food allowance to £400, which I think is fair.

QIC have accepted all my other findings and recommendations.

And so, in light of the above, I'm making my final decision in line with my provisional findings

Putting things right

In order to put things QIC should pay Mr S:

- The settlement figure offered of £2879.55 plus £450 for the trace and access
- The £400 QIC have offered for additional food costs
- £450 for the distress and inconvenience caused by the mistakes in assessing the claim properly at the earliest opportunity and testing the appliances to ensure that Mr S had access to better cooking facilities.

My final decision

My final decision is that I'm upholding Mr S's complaint and direct QIC Europe Ltd to put things right as outlined above.

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

Joanne Ward
Ombudsman