

## **The complaint**

Mr S complains QIC Europe Limited unfairly declined his home insurance claim.

Mr S' has been represented at points for the claim and complaint. For simplicity I've referred to the actions of the representative as being those of Mr S.

## **What happened**

In late November 2022 Mr S and his family went abroad. On Christmas Eve his neighbour told him his home had been damaged by an escape of water. Mr S contacted his insurer, QIC, the following day. He made a claim for escape of water.

During validation of the claim Mr S provided QIC with flight tickets. These showed him as departing the UK on 29 November 2022 and returning on 22 January 2023. It said this meant the property had been 'unoccupied' for more than 30 days. It said the policy excludes loss or damage by an escape of water while the building is 'unoccupied'. So it relied on the exclusion to decline the claim.

Mr S complains that the decline is unfair as he intended to return to his home, to attend a medical appointment, before the 30 days. He says he couldn't as his home wasn't habitable because of the escape of water. To resolve his complaint he would like QIC to pay his contents and buildings claims, cover the cost of his alternative accommodation (AA) and be paid compensation.

Our investigator felt QIC had declined the claim unfairly. She wasn't persuaded it had shown enough to fairly decline it. So she recommended it cover the cost of repairs and pay compensation of £400. QIC didn't accept that. So the complaint was passed to me to decide.

I issued a provisional decision. As its reasoning forms part of this final decision I've copied it in below. In it I explain why I didn't feel QIC's decision to rely on the exclusion to decline the claim was unfair or unreasonable – and so I didn't intend to require it to pay the claim. I also invited Mr S and QIC to provide anything they would like me to consider before issuing this final decision. QIC didn't respond. Mr S provided a detailed submission. I've addressed his main points below.

### ***what I've provisionally 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. Having done so, I don't intend to uphold Mr S' complaint.*

*As this is an informal service I'm not going to respond here to every point or piece of evidence Mr S and QIC have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything provided.*

*Mr S' policy covers his buildings and contents against loss or damage caused by escape of water from domestic installations in his home. But it excludes loss or damage 'while the buildings are unoccupied'.*

*'The policy defines 'unoccupied' as - when the property is not lived in by Mr S or his family for more than 30 days in a row. The policy terms state QIC considers a property as unoccupied from the first day it wasn't lived in. In this case that would have been 30 November 2022. 30 days later was 30 December 2022.*

*The loss happened on 24 December 2022 – about 24 or 25 days into the trip. So at that point the property hadn't been 'not lived in' for more than 30 days in a row. But the policy terms say the property is considered unoccupied from the first day it isn't lived in. So for QIC to rely on the exclusion it needs to show Mr S most likely intended for the property not to be lived in beyond 30 December 2022.*

*Mr S' flight booking show he was out of the UK from 29 November 2022 until late January 2023. This is clearly more than 30 days. However, he says he didn't intend to be away for that long. He accepts he originally booked flights for those dates. But he intended to return to the UK (and the property) before the 30 days limit. He's provided a medical appointment letter for 29 December 2022. This was issued on 5 December 2022.*

*Mr S' explained he books flights with the intention of amending them later. He says doing so can offer better value. He explains the only reason he didn't, in the end, return until late January 2023 was because of the damage to the property. He had no AA for him and his family in the UK. So he remained abroad, until late January 2022, in AA covered by QIC.*

*QIC doesn't accept Mr S' explanation. It says he hasn't provided enough to support his claimed intention to amend his flights and return before 30 days.*

*As far as I'm aware by 24 December 2022 (when he was told of the loss) Mr S hadn't amended his return flight to the latest reasonable date for him to make the medical appointment. That would be the 28 December 2022.*

*I accept its possible Mr S' explanation is genuine. But it seems unlikely. So for me to think it probably was always his intention to return before the 30-day limit I'd need to see some persuasive evidence. QIC says he's been inconsistent with his explanation. Having considered its reasons for that I can't say it's being unfair.*

*In a call with his home emergency insurer, on Christmas Day, Mr S explained he had intended to return home '...just after the new year', but now I don't know...'. If that was his plan it would have meant more than 30 days away from the property. In the call he didn't mention an intention to return for the medical appointment a few days later.*

*In late February 2022 had a call with QIC's claim handler. In this call he explained he had wanted to return on 25 December 2022. He says after the neighbour discovered the damage he changed his plans – extending his stay. He didn't mention the medical appointment.*

*In March 2023, in response to QIC's request to validate his plans, Mr S provided a detailed explanation of events. In this he explains how he had intended to return before the 30-day point, for a medical appointment, by amending his flight.*

*There are various records of requests from Mr S for AA in the UK. In these he says he's unable to return to the UK as he has no accommodation. In none of these does he mention the need to return for a medical appointment. I'm not persuaded this means he didn't intend to be away for more than 30 days. It seems more likely he understandably decided to return to deal with the damage to his home.*

*I've also considered a consultant's letter Mr S referred to. This explains the consultant understands Mr S will be away for a month. He adds hopefully the appointment should go ahead.*

*On balance I can't say QIC's opinion that Mr S intended to be away from his property for more than 30 days is unreasonable. Ultimately it seems he booked flights for a trip much longer than 30 days. But with only a few days for him to return for the appointment he hadn't amended the flight. So on balance it seems most likely he intended, at the outset, to be away for more 30 days.*

*It seems likely the property being unoccupied resulted in the leak causing more damage than it would have otherwise. And I've seen that the unoccupancy exclusion is explained in the policy summary. So I'm satisfied it was most likely highlighted to him.*

*For the reasons set out above, I can't say QIC's decision to rely on the exclusion to decline the claim is unfair or unreasonable. That means I don't intend to require it to pay the claim or any compensation for not having done so.*

*QIC's also referred to a requirement for Mr S to have notified it that the property would be unoccupied. It previously said if he had it would have introduced a policy endorsement that would allow it to decline the claim. It's since said he would simply have been reminded of the unoccupancy exclusion. In any event I haven't considered this aspect. I've already said I intend to find it was fair and reasonable for it to decline claim based on the exclusion. So any consideration of Mr S having failed to notify QIC of the trip wouldn't make a difference to the outcome.*

### **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.

Having done so, I'm not going to require QIC to pay Mr S' claim.

I set out in the provisional decision that I wasn't persuaded Mr S intended, before the escape of water, to be away from his home for less than 30 days. I explained I didn't think he probably did intend to amend his flights to return by 28 December 2022 for a medical appointment.

Mr S has provided various information to support his position that he did intend to return by 28 December 2022. A letter from a neighbour says Mr S discussed with him in December that he would return for the medical appointment on 29<sup>th</sup> of that month. In addition he's provided a letter from a previous insurer to show he informed it he would be away from his home for an extended period. These do provide some support for his argument.

The provisional decision refers to Mr S informing his home emergency insurer, on Christmas Day, that he had planned to return just after the new year. In response Mr S says this was a mistake. Amongst other points he says English isn't his first language and he misunderstood the question. I've listened to the call. I'm not persuaded there was any confusion. I think he

probably did understand the question when he said he had intended to come back after New Year.

Mr S provided various flight tickets. He says these show he books tickets close to the time of departure and has a history of amending tickets. I've considered these. I accept he's changed his travel plans in the past. In one instance nine days before his planned return flight, he extended his stay by a week. But in this case, he hadn't amended his flight with only three or four days (including Christmas and Boxing Day) until he needed to depart to make the medical appointment – despite knowing about it for up to two weeks. So, in my opinion, the flight history doesn't provide much support for Mr S' account.

I haven't responded here to every point Mr S made in his recent response, but I have considered it all. I still accept it's possible he did intend to return for the medical appointment. But overall I'm still not persuaded he most likely did. He's stressed the seriousness of his need, and his intention, to return for the appointment. Unfortunately the evidence from around the time of the loss and the appointment doesn't support him.

If he was so intent on returning for the appointment it's likely he would have provided it, early in the claim, as a reason for requiring AA in the UK. He says it wasn't a medical insurance claim so he didn't disclose it. But that doesn't mean he couldn't raise a medical appointment as a reason for him requiring AA in the UK.

I accept this will be frustrating for him, but I'm still not persuaded Mr S did intend to return before the 30-day limit – so I still can't say QIC's decision to decline his claim is unfair or unrealisable.

### **My final decision**

For the reasons given above, I don't require QIC Group Limited to pay Mr S' claim or to do anything differently.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 November 2023.

Daniel Martin  
**Ombudsman**