

The complaint

Miss B and Mr B have complained to QIC Europe Ltd (QIC) about delays as part of a claim under a home insurance policy.

What happened

Miss B and Mr B contacted QIC to make a claim for an escape of water in their home. They later complained to QIC about delays with the claim, issues with the alternative accommodation and with fixing the shower.

When QIC replied, it apologised for any inconvenience caused. It offered £150 compensation for the couple of days the alternative accommodation wasn't extended and £50 for the delay in reimbursing the plumber.

So, Miss B and Mr B complained to this service. Our investigator upheld the complaint. He said there were avoidable delays with progressing the claim that caused distress over and above the level normally expected as part of a claim. He said QIC should pay a total of £450 compensation.

QIC thought the amount of compensation was too high. Miss B and Mr B thought the compensation was too low. So, the complaint was referred to me.

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 uphold the complaint and for largely the same reasons as our investigator. I will explain why.

QIC told this service there were delays with progressing the claim, but has said this was because of the volume of claims it was dealing with at the time. QIC seemed to send a surveyor promptly. However, it was the follow-up to this, including installing drying equipment, that was delayed. This affected the amount of time that Miss B and Mr B needed alternative accommodation, which I think QIC could have foreseen at the time.

In my view, there was a lot of uncertainty for Miss B and Mr B about the alternative accommodation. QIC knew it was dealing with a high volume of claims and that this was likely to impact the progress of claims, but Miss B and Mr B kept having to ask to extend their accommodation and to query the payments for the accommodation costs. Because of the uncertainty, Miss B and Mr B also had to move out of their alternative accommodation a few times and then move back in, as other people had already made bookings before Miss B and Mr B could extend their stay. So, I think that caused Miss B and Mr B an increased level of inconvenience, including because they both sometimes needed to be able to use the property during the day, but on some occasions were unable to do so when they had to check out temporarily and then could only check into a hotel later that day.

Miss B and Mr B have also said they weren't aware they needed to arrange to fix the shower themselves. QIC has said it told Miss B and Mr B to do this early in the claim. It said Miss B and Mr B were advised they needed to arrange a plumber and that they weren't told the shower was covered as part of the claim. It also said it later told Mr B, via the portal, that he needed to fix the shower, which it said Mr B hadn't disputed. Miss B and Mr B said they weren't told they needed to repair the shower until later in the claim, shortly before they were expected to return home.

I've read the portal messages and listened to a phone call from early in the claim where the plumbing and electrics were discussed. Based on what I've seen and listened to, I think the initial discussions and related portal message were about the leak itself and the need to ensure this was stopped. I don't think it was clear this was also meant to include the shower itself.

A couple of months later, there was a discussion via the portal about repairing the shower and replacing the contents and that the accommodation would be extended by two weeks, which QIC said should allow sufficient time to do this. Looking at what happened, I don't think it was clear at the start of the claim that Miss B and Mr B were expected to repair the shower, which I note QIC later said it would reimburse the costs for. I'm also aware Miss B and Mr B said they weren't aware. As QIC was assessing the level of damage and the work required, I think it could have been clearer on this issue earlier in the claim to enable Miss B and Mr B to take action earlier.

So, I've thought about compensation. I think Miss B and Mr B were caused a greater level of inconvenience than I would normally expect to see as part of a claim. I'm aware QIC already offered Miss B and Mr B compensation for not extending the accommodation for a few days at the end of the claim. I'm also aware QIC has said it was dealing with a high volume of claims at the time but, even so, I think it could have taken steps to reduce the impact on Miss B and Mr B. So, I think QIC should pay a total of £450, which includes the £200 it previously offered, to reflect the impact more fairly on Miss B and Mr B.

Putting things right

QIC should pay Miss B and Mr B a total of £450 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require QIC Europe Ltd to pay Miss B and Mr B a total of £450 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Mr B to accept or reject my decision before 16 October 2023.

Louise O'Sullivan
Ombudsman