

## **The complaint**

Mrs P complains about QIC Europe Limited's (QIC) poor service following a claim under her home emergency policy.

## **What happened**

Mrs P held a home emergency policy with QIC. She contacted QIC to make a claim as her toilet was leaking. It contacted an engineer who didn't contact Mrs P until around eight hours after she had initially reported the leak. The engineer didn't attend until the next day and Mrs P describes that during the repair, the engineer made matters worse and ultimately didn't repair the toilet.

Another engineer was sent, and he too (according to Mrs P's account) caused even more damage. Mrs P eventually instructed an independent engineer to repair her toilet. She said that she had to also replace her toilet. The total cost of this replacement and repair was £259.15, which Mrs P had to pay for.

Mrs P felt that as QIC's contractors had caused damage to her home, then QIC ought to pay for the damage caused by them (in excess of £2,000). So, QIC instructed a surveyor to assess the damage. In his report, he concluded that without evidence of the broken toilet or related connectors, little more could be said as to negligence or fault.

Mrs P further complained to QIC and in its final response, it relied upon the policy terms and conditions, as to why it said it wasn't responsible for any reinstatement costs. The specific term stated that it wasn't responsible for any damage its contractors may have caused, when dealing with the emergency. It confirmed that it had advised Mrs P to claim on her home insurance policy for the damage – which she declined to do. And although it said it had complied with the terms of the policy, it offered Mrs P £150 compensation as a goodwill gesture.

Mrs P was given her referral rights and referred a complaint to our service. One of our investigators considered the complaint and thought it should be partially upheld. She agreed that the amount of the goodwill gesture that QIC offered was fair. She said that she couldn't agree that QIC should pay for the cost of the damage caused to Mrs P's home, as there wasn't enough evidence to conclude that the damage was caused by QIC's contractors. She recommended that QIC reimburse a total of £259.15 to Mrs P. Which were for the independent engineer's call out charge, as well as the cost of the replacement toilet.

QIC accepted the view, Mrs P did not. She felt that our investigator had been biased as she had relied upon QIC's surveyor's report, who wasn't present at the time of the event. Rather than consider anything that she had said. Mrs P felt that QIC's surveyor often wrote untruths, which he had done here. She stated that QIC's contractors were responsible for the damage caused to her home. And asked for a decision from an ombudsman.

## 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 will partially uphold this complaint, for much the same reasons as our investigator. I understand that this is likely to be a disappointment to Mrs P, but I hope my findings explain why I think this is fair.

I've considered all of the evidence and comments from both parties. Mrs P has provided detailed comments, all of which I have taken into account. But as an informal dispute resolution service, we are tasked to deal with complaints with the minimum of formality. As such, it isn't necessary for me to consider each, and every point made. But we do identify the main issues of the complaint and address those issues impartially with the evidence presented.

The main issue of this complaint is whether there is sufficient evidence to support that the further damage caused to Mrs P's home, was as a result of the contractors that QIC sent to deal with the emergency.

There is no dispute that Mrs P held a home emergency policy from QIC. Again, there is no dispute that QIC sent engineers to deal with the emergency.

Mrs P said that QIC didn't consider her vulnerabilities as it was around eight hours before she received a call from the contractor, after she had made a claim. I asked QIC about this and it said that it was aware of Mrs P's personal vulnerabilities and treated the claim as a priority.

I have reviewed the timeline and although, Mrs P reported the leak around 16.00 hours on the day, QIC's contractor contacted her on that day and attended the next. So, I don't think an unreasonable amount of time was taken, before the contractor attended.

Mrs P said that the first QIC contractor who attended made a '*feeble attempt*' to unblock the toilet, before leaving and saying that a drainage engineer was required. QIC then sent another contractor. I have been provided with a report from that contractor who said that he attended, plunged the toilet and noticed that there was water coming from the rear of it, due to a dislodged pipe.

Mrs P said that this contractor used force on the toilet, and this caused what initially was a trickle to become a flood. Mrs P said that the contractor told her that the '*plunging had broken the connections on the toilet pipes and thus the resulting deluge and the toilet would need lifting from the wall*'.

Where there is a dispute between parties as to what took place, we look at the evidence that has been presented, on what is likely to have happened. As we are not experts in the field of plumbing or drainage issues, we will rely on expert reports.

I note that Mrs P explained that the first QIC contractor who attended made a '*feeble attempt*' to unblock the toilet before leaving. I think, as Mrs P has described that the contractor's work was feeble, it's unlikely that he would've caused significant damage.

Further, Mrs P said that the second contractor admitted that he had caused damage to the toilet that resulted in flooding of her home. But, having reviewed the report from the second contractor, there is no admission of this nature here.

QIC sent a surveyor to assess the damage. I note that the surveyor attended Mrs P's home address, took damp readings, photographs and wrote a detailed report. He noted the damage but concluded that there was insufficient evidence to support negligence or fault, without evidence of the broken toilet or the connectors.

I asked Mrs P if she had any expert evidence that could support her contention that it was QIC's contractors who caused the damage. She provided me with a report from the contractor who attended and carried out the repair. I note that the contractor has several years of experience, and in the report, he said that Mrs P had told him that the toilet had been plunged and cleared by a previous contractor. I'm satisfied that this was one of QIC's contractor.

The report goes on to conclude that after inspection, the toilet soil pan connector had become dislodged, likely from the plunging effort. I'm satisfied that Mrs P has now provided further expert evidence that indicates that the escape of water was possibly caused by the QIC's contractor plunging the toilet.

However, QIC relied upon the policy terms and conditions. And under the general exclusion section it states: *'we will not be responsible for costs arising from or in connection with... any damage caused by our contractor gaining access to your home or dealing with your emergency.'* From this exclusion, it's clear that QIC won't be responsible for any costs arising from or in connection with any damage caused, while dealing with the emergency. So, even though there is evidence to show that QIC's contractor was likely responsible for the dislodged toilet pan connector, the policy term excludes QIC from being responsible for any damage and the associated costs, caused by its contractor.

I do, agree that QIC ought to have repaired Mrs P's toilet, which it didn't do. Consequently, I think it's fair and reasonable that QIC reimburse Mrs P's costs, she incurred, as a result of it not completing the repair. Those costs relate to the call out charge for the independent engineer she used to initially stop the leak. As well as the costs of her having to replace her toilet. The total amount of these costs are £259.15.

Finally, I've considered whether the goodwill gesture of £150 is fair. QIC did rely on its expert as well as the policy terms and conditions and although it was satisfied that it had made the correct decision, regarding the further damage, it offered the £150. In the circumstances of this complaint, I think the offer was fair. I note that Mrs P refused the offer. But, if she now wishes to accept the offer, I advise that she contact QIC to make the arrangements.

Overall, taking everything into consideration, whilst I understand how disappointed Mrs P will be with this outcome, I think that there isn't enough evidence to support that QIC's contractors were responsible for the further damage caused. But I'm satisfied that it should reimburse the costs that Mrs P incurred as a result of it not completing the repair at the first opportunity.

### **Putting things right**

So, to put matters right, I direct QIC as indicated below.

### **My final decision**

For the reasons given, I partially uphold Mrs P's complaint.

To put matters right, QIC Europe Limited to:

Reimburse Mrs P's independent contractor costs of £259.15.

QIC Europe Limited must pay the above amount within 28 days of the date on which we tell it Mrs P accepts my final decision. If it pays later than this it must also pay interest from the date of my final decision to the date of payment, at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 9 October 2023.

Ayisha Savage  
**Ombudsman**