

## **The complaint**

Ms P complains about how QIC Europe Ltd (QIC) dealt with a claim under her home insurance policy for damage to her property from a falling chimney off a neighbour's property caused by bad weather.

QIC use agents to administer the policy and to assess claims. Reference to QIC includes these agents.

QIC issued two final responses to complaints raised by Ms P, in September 2022 and February 2023. As Ms P's complaint to this Service was made in July 2023, under the rules for considering complaints, this Service can only consider complaints brought by a consumer within six months of the issue of a final response – unless the business agrees to our considering the complaint, or we determine there are exceptional circumstances we conclude mean we can consider the complaint. QIC agreed to our considering the complaint and events up to QIC's final responses in both September 2022 and February 2023.

## **What happened**

In February 2022, at the time of Storm Eunice, a chimney from a neighbour's property collapsed onto the roof of Ms P's property, causing extensive damage to the roof and top floor, before rolling down onto a kitchen extension and through the roof light. Ms P contacted QIC to tell them about the damage and she was advised to arrange for the property to be secured. Ms P engaged a contractor, who was able to secure some of the property - the roof and top floor, but only some work on the kitchen extension window light as the chimney was still on the roof, making it unsafe.

Ms P was unhappy at the responsiveness of QIC to the situation, so complained to them. QIC subsequently responded to two complaints (April 2022). QIC's surveyor visited the property in May 2022 to assess the damage, then a contractor (H) prepared a scope of work to repair the damage and reinstate the property (June 2022). H said the work couldn't commence until the neighbour's chimney was repaired. The repair work on Ms P's property was then scheduled to start in September 2022.

Unhappy at progress with the claim and the repair work beginning, Ms P complained to QIC. In their final response issued in September 2022, QIC noted they had chased H for an amended scope of work before August 2022 and offered £125 for the inconvenience the delays had caused Ms P. QIC said further delays were unavoidable because of the need to repair the neighbour's chimney but upheld the complaint and offered a further £150 in compensation (making a total of £275).

However, shortly after the reinstatement work began, H went into liquidation. QIC then had to assess how far the reinstatement work had progressed up to the liquidation, which meant a regional surveyor inspecting the property at the beginning of December and a completed scope of work later that month. QIC then appointed a new contractor to commence work at the start of February 2023.

Unhappy at the further delay to the reinstatement work, and what would happen to the contents of her property put into storage following the damage, Ms P made a further complaint to QIC.

They didn't uphold the complaint. In their final response in February 2023, they referred to their earlier final response in September 2022, after which H started reinstatement work at Ms P's property. QIC noted H subsequently went into liquidation, prompting Ms P's further complaint regarding progression of her claim and concerns about her contents in storage.

Regarding H's liquidation, QIC restated the point they needed to assess how far the reinstatement work had progressed at the point of the liquidation, which meant a regional surveyor inspection; a completed a scope of work; and appointment of a new contractor to commence work at the start of February 2023. On the storage of her contents, QIC acknowledged Ms P's concerns and said they'd contacted the storage company and arranged a change to the authority on the agreement to Ms P and to pay the outstanding invoice for storage fees.

QIC apologised for the delay to the claim from H's liquidation, but said they'd acted quickly to make alternative arrangements to complete the work and resolve Ms P's concerns about storage of her contents.

Subsequent to their final response, the reinstatement and repair work was completed, and Ms P's contents were returned to her property (March 2023).

Ms P then complained to this Service (July 2023), unhappy at the handling of the claim and delays in the reinstatement and repair work. This meant being in a damaged property with rain entering over the year, and she thought the damp conditions may have led to a family member falling ill over the Christmas period. She was also unhappy at the compensation offered by QIC, wanting substantial compensation for what had happened.

Our investigator upheld the complaint, concluding QIC's compensation offer wasn't sufficient for the disruption, delays and poor communication Ms P suffered, causing serious disruption to her daily life over a sustained period, with the impact felt over many months. There were delays agreeing the scope of work after the incident and H didn't start work until September 2022. H's liquidation caused further delays while a new contractor was appointed. Work didn't begin until February 2023, completing in March 2023. While some inconvenience was to be expected due to the damage to the property and need for repair and reinstatement, he thought much was avoidable. Ms P had to spend considerable time chasing progress with the claim. Based on these points, the investigator thought £800 compensation appropriate.

QIC disagreed with the investigator's conclusions and asked that an ombudsman review the complaint. They accepted there were delays between the appointment of H in March 2022 and finalisation of the scope of work in July 2022. And there would always be a lead time before a contractor could begin work, which for H at the time was eight weeks. So, with the work scheduled to begin in September 2022, delay was unavoidable. Ms P had declined a cash settlement offer, opting to have H carry out the repair and reinstatement work. QIC also said H going into liquidation was outside their control, but they were able to appoint a new contractor to complete the repair and reinstatement work. QIC thought it a reasonable timeframe to secure a replacement contractor and for them to begin and complete the work. QIC didn't think the proposed total compensation of £800 was fair, as most delays were due to circumstances and events outside their control. The extent and nature of the damage would always have meant considerable inconvenience living in the property while the reinstatement and repair work was carried out – either by QIC's contractor or (had Ms P accepted the cash settlement) a contractor she would have had to engage.

## **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.

My role here is to decide whether QIC has acted fairly towards Ms P.

The key element of Ms P's complaint is the time taken for QIC to carry out the repair and reinstatement work at her property, following the incident in February 2022. Ms P is unhappy at the handling of the claim and delays in the work. This meant being in a damaged property for over a year until the work was completed, which had a significant impact on her. She doesn't think the compensation offered by QIC (a total of £275) is sufficient to reflect the impact on her. QIC acknowledge the distress and inconvenience caused to Ms P, but say their offer is fair, and that most delays were due to factors outside their control. The nature of the damage would necessarily have meant inconvenience to Ms P, and this would have happened even if she'd engaged her own contractor to carry out the work.

I've considered both views carefully, with the timeline and sequence of events and the evidence from Ms P and QIC in support of their views. Having done so, I'm upholding this complaint and concluded £800 compensation for distress and inconvenience is fair and reasonable, in all the circumstances of the case. I'll set out why I've come to this conclusion.

The incident occurred in February 2022, at the time of Storm Eunice, causing considerable damage. The first surveyor visit took place in early March, with a further visit in May 2022. A scope of work was produced in June 2022, approved at the start of July 2022. H visited the property at the start of August, with work beginning at the property in mid-September 2022. The evidence indicates delays obtaining a revised scope of work, but overall it took seven months from the date of the incident for the repair and reinstatement work to begin. Even allowing for the time I'd expect all the necessary steps in the process to take (and the impact of a significant volume of claims and consequent repair and reinstatement work arising from Storm Eunice) I think it took significantly longer than it should for the work to begin.

Work having started in mid-September, Ms P found out H went into liquidation at the end of November 2022, at which point the work was only partially complete. I appreciate QIC's point that they can't be held responsible for H going into liquidation, but the fact remains they were QIC's appointed contractor and the impact meant work didn't resume to complete the repairs until February 2023. I recognise QIC responded to H's liquidation by assessing the work completed to the point of H's liquidation, and the remaining work to be completed, then appointing a new contractor. But it meant a two-month gap causing further distress and inconvenience to Ms P over December and January.

H's liquidation also meant uncertainty to Ms P about the contents of her property that H had put into storage. From what I've seen, it took time for them to be located and the authority on the agreement to be changed to Ms P and QIC to pay the outstanding invoice for storage. This would have added to Ms P's distress and inconvenience.

Overall, it took over a year from the date of the incident to completion of the repair and reinstatement work. Even allowing for the extent of the damage and consequent work to repair and reinstate the property, this is significantly longer than it should have taken. QIC make the point Ms P would have experienced inconvenience either by QIC's contractor or (had she P accepted the cash settlement) a contractor she would have had to engage. However, the point here is that the degree of inconvenience she actually experienced was significantly greater than it should have been, or reasonable for Ms P to have expected.

I've also taken account of what Ms P has told us about conditions at the property over the course of the period, including the impact on her and her family – the latter would have added to the impact and stress she experienced. It's clear conditions were difficult over the period and exacerbated by the points I've made earlier. I think it's clear this caused serious, continuing disruption to her daily life over a sustained period lasting just over a year from start to finish.

Taking all these points into account and the circumstances of the case, I've concluded a total of £800 for distress and inconvenience would be fair and reasonable. That is, £525 in addition to the £275 awarded by QIC.

### **My final decision**

For the reasons set out above, it's my final decision to uphold Ms P's complaint. I require QIC Europe Ltd to:

- Pay Ms P a total of £800 in compensation for distress and inconvenience (taking account of any compensation they may already have paid).

QIC Europe Ltd must pay the compensation within 28 days of the date on which we tell them Ms P accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.  
Your text here

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 19 February 2024.

Paul King  
**Ombudsman**