

## The complaint

Mrs G has complained about how QIC Europe Ltd (QIC) dealt with a claim under a home insurance policy.

## What happened

Mrs G contacted QIC to make a claim for items stolen from her shed and a damaged fence. QIC assessed the claim and declined it because it said there wasn't evidence of force and violence, which was required for a theft claim under the policy.

When Mrs G complained, QIC maintained its decision to decline the claim. But it offered £50 compensation for delays with dealing with the complaint. So, Mrs G complained to this service. Our investigator upheld the complaint. She said QIC should reconsider the claim for the stolen contents and the settlement for the fence, as the amount it had offered should have reflected what it cost Mrs G to fix the fence.

QIC didn't agree. It said there was no evidence of force and violence being used. It also said it hadn't offered a settlement for the fence. Our investigator clarified her views on force and violence. As QIC still disagreed, the complaint was referred to me.

I issued my provisional decision on 19 December 2023. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

*The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. QIC declined the claim because it said there was no evidence of force and violence being used. Looking at QIC's surveyor report, this said "The shed has been forced open - there are no physical signs of this – but the contents inside are damaged". So, I think the surveyor thought it was likely the shed had been forced open. Mrs G also said when the police visited they advised her to change the shed lock which was "bashed off". So, based on what the surveyor found and Mrs G's explanation of what had happened, I think it's more likely than not that force and violence was used to enter the shed.*

*QIC said Mrs G only reported the claim months later. So, it had to rely on photos of the damage. QIC also said Mrs G had repaired the lock, despite the policy saying only a temporary repair should be carried out. It told this service Mrs G had prejudiced the claim. So, I've thought about this.*

*When Mrs G reported the claim, QIC agreed to assess it despite the delay. The surveyor's report also noted that the police and the local council had been trying to engage with a neighbour about what had happened. When the neighbour and their landlord had been unresponsive, Mrs G had made a claim. Mrs G also said she had repaired the lock on the advice of the police, which I think was reasonable. I'm also not clear what an effective temporary repair would have been and how this would have differed to the repair Mrs G carried out. Even if the claim had been reported sooner, in my view, the repair was likely to have been completed before a surveyor was able to visit anyway. I haven't currently seen*

*anything that persuades me the situation QIC assessed was likely to have been much different had the claim been reported sooner.*

*I also note that the surveyor said “[i]t would appear that someone has caused malicious damage and this has been highlighted as the Policy Holder’s neighbour and some contents stolen from the shed”. The policy provided cover for malicious damage. So, I think even if QIC didn’t think there was cover under the theft part of the policy, it should have considered whether there was cover under this part of the policy.*

*QIC has also told this service it didn’t offer a settlement for the fence. It had only told Mrs G the amount it would cost QIC to repair it. It said it had declined the claim in its entirety.*

*So, I currently intend to say QIC should continue to consider the claim based on the terms of the policy and on the basis that force and violence was used to gain access to the shed. I’ve also thought about compensation. I think Mrs G has been caused inconvenience by how QIC considered this claim. I don’t think it fully took into account its surveyor’s findings or the cover available under the policy. As a result, I intend to say it should pay Mrs G a total of £150 compensation, which includes the £50 it previously offered.*

I asked both parties to send me any more information or evidence they wanted me to look at by 16 January 2024.

Mrs G didn’t reply. QIC replied and said its surveyor had indicated that there was no evidence to support forced and violent entry. It appreciated the comments that it was more likely that force and violence was used to enter the shed. However, there was a possibility that the shed was left open and not locked meaning it was a possibility that force and violence didn’t occur. It said it was unable to validate a claim based on assumption.

### **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 this complaint and for the reasons given in my provisional decision. As part of that I’ve taken into account QIC’s comments, but this doesn’t change my view about what I consider to be a fair outcome to this complaint.

QIC has said while it was possible that force and violence had been used, it was also possible that this hadn’t happened. When I made my provisional decision, I did this on the balance of probabilities. I said what I thought was more likely to have happened and why I thought this. I explained why I thought the weight of evidence was towards force and violence having been used to enter the shed.

QIC has said its surveyor said there was no evidence to support forced and violent entry and that it might have been left open. I don’t think this is consistent with the surveyor’s report. This said “*The shed has been forced open...*”. I also considered this in the context of the delay in reporting the claim and that the lock had been replaced. I remained of the view that it was fair for QIC to consider the claim on the basis that force and violence had been used. That remains my view.

So, I uphold this complaint. I require QIC to continue to assess the claim and to pay a total of £150 compensation

### **Putting things right**

QIC should continue to assess the claim based on the terms and conditions of the policy and on the basis that force and violence was used to access the shed. It should also pay a total of £150 compensation.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require QIC Europe Ltd to:

- Continue to assess the claim based on the terms and conditions of the policy and on the basis that force and violence was used to access the shed.
- Pay a total of £150 compensation, which includes the £50 it previously offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 15 February 2024.

Louise O'Sullivan

**Ombudsman**