

## **The complaint**

Mr and Mrs L are complaining about the quality of the repairs carried out by QIC Europe Ltd's appointed contractors following a claim they made on their buildings insurance policy.

Any reference to QIC includes any agents its used to act on its behalf.

## **What happened**

In July 2021 Mr and Mrs L contacted QIC to claim on their buildings insurance policy for damage caused to their house by a flood. Mr and Mrs L have complained about the way the claim was handled and, in particular, raised the following:

- They explained to QIC they wanted it to complete the works, but it offered them a cash settlement;
- It took over six months before the repairs started;
- There were numerous situations where they've not had responses to queries they've raised;
- They're unhappy they weren't given alternative accommodation while the works were being carried out;
- The flooring that was laid has become warped. They think this is because the flooring wasn't removed sooner to allow for the underflooring to dry.

QIC responded to Mr and Mrs L's complaint on two occasions. In March 2022 it wrote to say it was pleased to have put things right, but said they could contact if this Service if they remained unhappy. In March 2023 QIC responded again. It didn't think the issue with the flooring was down to anything its contractors did and considered it to be down to a pre-existing damp issue with the property. It acknowledged that there were some communication issues and offered £50 in compensation. Mr and Mrs L remained unhappy so referred their complaint to this Service.

Our investigator didn't uphold this complaint. He said he couldn't consider anything that had happened before March 2022 as he said Mr and Mrs L had brought this aspect of the complaint too late. He then said he was persuaded by what QIC had said that the issue with the flooring wasn't down to the actions of the contractor. So he didn't think QIC needed to pay to put things right. And he thought £50 was fair compensation for the communication issues Mr and Mrs L highlighted.

Mr and Mrs L didn't agree with the investigator and arranged for a surveyor to inspect the property. The surveyor said that the floor was damaged because QIC didn't give sufficient opportunity for the underflooring to dry. QIC disputed this as it said the moisture readings that it took showed the underfloor was dry.

The investigator was still persuaded by what QIC had said, so didn't uphold the complaint.

Mr and Mrs L didn't agree with the investigator, so the complaint's been passed to me to decide.

## 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.

### *What we can look at*

I don't think this Service can consider all of Mr and Mrs L's complaint. I'll explain why.

This service's role is to look at specific complaints and look to put things right where we feel something's gone wrong. But we don't have the power to look at every complaint that we receive.

Our powers to consider complaints are set out in the Financial Services and Markets Act 2000 (FSMA) and in rules, known as the Dispute Resolution (DISP) rules, written by the FCA in accordance with the powers it derives from FSMA. These form part of the FCA Handbook.

DISP 2.8.2 sets out the time limits within which a consumer must bring a complaint to this service. And they say:

*"The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service more than six months after the date on which the respondent sent the complainant its final response, redress determination or summary resolution communication unless the complainant referred the complaint to the respondent or to the Ombudsman within that period and has a written acknowledgement or some other record of the complaint having been received unless:*

- 3) in the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2 R or DISP 2.8.7 R was as a result of exceptional circumstances; or*
- 5) the respondent has consented to the Ombudsman considering the complaint."*

QIC issued two final response letters – the first on 11 March 2022 and the second on 22 March 2022. So Mr and Mrs L needed to refer their first complaint to this service by 11 September 2022 and the second complaint by 22 September 2023. But they didn't contact this Service until 5 May 2023. So they brought the first complaint to us more than six months after QIC's final response letter. And QIC hasn't consented to us looking at this complaint.

Our rules say we can consider this complaint if I think the failure to bring the complaint in time was due to exceptional circumstances. But I haven't seen anything to show that's the case. So, for this reason, I think Mr and Mrs L have brought their first complaint too late. It follows that I'm unable to consider anything that happened before 11 March 2022. But I can consider what happened after that.

### *Do I think QIC needs to do anything more to put things right?*

In line with my comments above, my review is limited to what happened after March 2022 – i.e. whether QIC is liable for the failing to the flooring. I don't think it is and I'll explain why.

Mr and Mrs L say the flooring has become damaged because QIC didn't give the underflooring sufficient time to dry. But I don't think they've provided anything to support that the underflooring wasn't dry when the new flooring was laid. However, QIC has provided moisture readings which showed there wasn't significant moisture in the underflooring. Further to this, QIC has provided statements from the builder who did the work and the flooring supplier which said that there was evidence of damp in the property.

I've reviewed everything all parties have provided, but I'm more persuaded by the statements provided by QIC. QIC has provided moisture readings which read that the underflooring had dried. Mr and Mrs L have said that this was at the time of the flood rather than when the flooring was put down, which is true. But ultimately the moisture levels would be higher at the time of the flood rather than six months later when the floor was taken up.

I recognise that there may be areas where moisture could have been higher and not detected as it was under the flooring. But I also have to think about the most likely cause of the flooring becoming warped. In this case, QIC's contractors have given persuasive testimony here. Both have commented on there being evidence of damp and moisture on the walls, which was seeping down the walls. The builder has said *"you'll see from the pictures the bay has a major damp issue, skirting fitted only for a few months and during a heatwave shouldn't have this level of mould plus and given the summer we have had the front door doesn't open due to swelling."*

I've also considered the report by the damp specialist surveyor who said:

*"On inspection of the laminate flooring in the front bay area it was noted that the joints had swollen causing lips to the laminate. It was also noted and visible that there was evidence of mould growth in the groove section of the joints to the bay area. The swelling and mould growth is due to the condensation running down the wall, on to the skirting board and on to the laminate flooring creating the mould and causing the joints to swell. The relative humidity, surface temperature readings along with room temperature confirmed the environment to be conducive to condensation. The damage to the laminate flooring in the middle of the room is due to the expansion and swelling of the laminate causing the joints to swell and break.*

*The missing end cap to the front gutter along with the solid walls of the bay and high external ground levels bridging the DPC to the gable wall, will also be a contributory factor to the cold walls leading to and contributing to the condensation and damp issues."*

Mr and Mrs L have also set out that other areas of the flooring creek and move and some joints have swollen creating lips. But the surveyor also concluded that this wasn't down to the actions of QIC's contractor.

I have considered the statement by Mr and Mrs L's surveyor. But I think this conclusion is largely based on the statements provided by Mr and Mrs L about what happened in the past as he wasn't able to do a visual inspection of the property when the flooring went down, although I haven't disregarded it. But I have to conclude that I find the statement by the damp specialist to be particularly persuasive. And I haven't seen enough to support that the issues Mr and Mrs L are experiencing with the flooring now is down to the way the repairs were carried out. So I can't reasonably require QIC to pay for these repairs.

I note Mr and Mrs L have also raised issues with the customer service they've received – notably QIC didn't respond to their correspondence and contractors didn't turn up to some appointments. I have considered this and I agree that QIC could have provided better customer service. But it still seems to me their underlying concern is that QIC won't pay to replace the damaged flooring. However, I do think QIC should compensate Mr and Mrs L for the delays in correspondence and missed appointments. However, I think the £50 QIC has offered isn't wholly unreasonable. So I don't think it needs to pay anything further for this.

### **My final decision**

For the reasons I've set out above, it's my final decision that I think QIC Europe Ltd's compensation offer of £50 is fair. It should pay this to Mr and Mrs L directly if it hasn't

already done so. I make no further award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 11 March 2024.

Guy Mitchell  
**Ombudsman**