

## The complaint

Miss P complained about the unnecessary delays she experienced while QIC Europe Ltd (“QIC”) managed her claim under her home insurance policy.

## What happened

Miss P made a complaint because of the length of time it took QIC and its contractors to progress her claim. The claim was initially made in December 2022. Following an initial assessment, QIC’s contractor offered Miss P a cash settlement for the required works. Miss P declined the offer. The quotes she’d received to get the works done were much higher. She told QIC on 20 February that she wanted QIC to do the work.

QIC’s contractor visited in March 2023 to scope out the required works. The contractor provided the scope in June 2023.

QIC said *“this is unacceptable and has been referred back to the manager of the contracting department for further review. Once the scope of works was received it was reviewed and authorised”*. QIC apologised and offered £200 in compensation.

Miss P doesn’t think the compensation offered is fair for the distress and inconvenience she suffered. She was expecting the contractors to turn up in September to complete the work, but this didn’t happen.

Our investigator decided to uphold the complaint. She thought the service was poor and felt QIC should pay a further £500 compensation for the distress and inconvenience the delays caused. QIC disagreed, so the case has been referred to 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 reviewed the complaint, I think the timeline of events is well known so I won’t repeat these further. The contractors were re-scheduled to start the works in December 2023. However, I will only consider events up until 26 September 2023, which is when QIC made its final response to Miss P.

Miss P is entitled to raise a new complaint for the further delays post 26 September 2023 if she wishes.

QIC has accepted its service was unacceptable. So, I will consider whether the compensation offered is fair. I don’t think it is, so I will be upholding this complaint. I’ll explain why.

The initial claim was made in December 2022. Nine months later in September, Miss P was still unclear when the works would start on her house. I can see in this time, QIC and their contractors caused unnecessary delays. QIC has argued the weather conditions meant

there had been a lot of claims. I don't think this is relevant. The claim was made in Winter, QIC should've anticipated a greater number of claims due to Winter weather. QIC made a lowball settlement offer which Miss P rightly refused as she wouldn't have been able to get the work done for the money offered. This caused delays.

QIC's contractors were slow to scope the works. QIC's contractors were slow to arrange the works and when arranged they failed to show. I can see Miss P has been messed around for the duration of this claim. These delays were avoidable.

Miss P has been living in unsightly conditions for a long time. She was worried for her own safety and that of her pets. Due to the long-term disruption of day-to-day activities and the distress this sequence of events has caused, I uphold this complaint. I require QIC to pay an additional £500 in compensation (£700 in total). This covers the period to 26 September 2023.

I think Miss P's insurer has failed her when she needed its help the most. Miss P has been inconvenienced after this date as well, but she needs to raise a new complaint to QIC first so it can respond to her concerns.

### **My final decision**

My final decision is that I uphold this complaint. I require QIC Europe Ltd to pay Miss P:

- £500\* compensation – for distress and inconvenience (if QIC hasn't yet paid the £200\* it offered, it should pay this also).

\* QIC Europe Ltd must pay the compensation within 28 days of the date on which we tell it that Miss P accepts my final decision. If it pays later than this it must also pay interest on the compensation 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 Miss P to accept or reject my decision before 18 March 2024.

Pete Averill  
**Ombudsman**