

The complaint

Mr R complains that QIC Europe Ltd has caused avoidable delays with the handling of his claim for subsidence.

Mr R doesn't think QIC has been clear on the level of work required and has failed to identify the cause of the subsidence with it unreasonably needing multiple visits to attend and inspect the drains. He feels this shows things were missed in earlier inspections and QIC is failing to show it has stopped the movement.

Mr R has also raised concerns about the way QIC and its agents have treated him when dealing with this claim. He feels his circumstances have been dismissed and his communication preferences ignored, resulting in delays in him receiving information on the claim and its progress.

What happened

Mr R's home insurance policy is sold via an intermediary and underwritten by QIC. Mr R has concerns about the service and information provided by the intermediary but they are not something considered under this complaint. This complaint focuses on the actions of QIC and its appointed claims handler only.

When QIC was notified of the claim, it appointed its claim handler, Company T, to deal with the claim on its behalf. For ease of reference, the actions of Company T and QIC will collectively be referred to as the actions of QIC in my decision.

QIC was first notified of the claim on 21 May 2020 and QIC's surveyor attended the property at the end of July 2020. The survey provided, said downward movement had been noted to the foundation at the rear of the property. There was no visible vegetation around where the damage was noted and the surveyor suspected an issue with the drains could be the cause of the movement to the property.

Towards the end of August, the drains were inspected and a number of issues were identified. It said there was blockages to the drainage with what was thought to be builders waste as well as other drainage runs being found to be displaced. The recommended repairs were completed based on the drainage report and QIC felt the repairs to the structure could now be organised.

After QIC said repairs to the house could be completed, delays were added and QIC accepts this is the case. When it couldn't source its own contractor at the time, it asked Mr R whether he was able to find a contractor himself.

At the end of July 2021, QIC said it was able to find someone to complete the works, but there was a further delay between the schedule of works being produced and it being able to offer to commence these. When it had the agreed schedule of works, it said it tried to contact Mr R a number of times to progress the claim and start the works, but it didn't get a response. As a result of this, it closed the claim in October 2022.

Mr R contacted QIC in January 2024 because he had noticed cracking was getting worse in his property and in February 2024, QIC's surveyor attended the property and another drainage survey was completed. Further damage was noted and an additional repair was completed.

Mr R, unhappy with the claim and its progress, complained to QIC. A final response was issued on 30 April 2024 and QIC said it accepted some delays had been added to the claim. It didn't think it was responsible for the claim not having progressed after it was unable to confirm the repairs with Mr R after the initial drainage repairs had been completed and its schedule of works was produced. It felt it was reasonable to close the claim when it hadn't had a response from Mr R. But to recognise the delays it added prior to this, it offered Mr R £750 in recognition of the distress and inconvenience added.

Mr R raised a further complaint as he didn't receive the final response from QIC. He complained that QIC's behaviour had been poor, with it being dismissive and rude with its dealings with him. It had dismissed the damage to the house and it failed to carry out a further inspection of the property to determine the full extent of the damage. He didn't think it was fair to have been charged the excess for subsidence when only the drainage works had been completed and the root cause of the damage which had been identified was incorrect. He also complained that with the most recent site visit, the agent wore a body cam.

QIC felt it had addressed the complaint about its service previously and didn't provide a further response. Mr R brought his complaint to this Service and highlighted the impact this claim has had on him and why there was a delay in him dealing with QIC when the claim was closed previously. He feels the vulnerability of his situation at this point was not taken into account by QIC and it should have done more to provide him support with this claim.

Our investigator looked at this complaint and said she was only able to look at the events complained about, up until the final response was issued on 30 April 2024. Based on what they could look into, they felt the offer made to put things right was fair and reasonable.

Our investigator felt the claim was initially handled promptly and without delay. But they agreed after the initial repair to the drainage had been completed, QIC failed to progress things as quickly as it could have and the delay in the scope of works being organised was avoidable.

They didn't think QIC acted unreasonably when the claim was closed after its efforts to contact Mr R were unsuccessful and the delay between the claim being closed in October 2022 before it was re-opened in January 2024 was not something she felt QIC was responsible for. And when Mr R contacted QIC again, it had dealt with his concerns promptly and organised another survey of the property and repaired the damage highlighted, before saying a period of monitoring was required, which is something they'd expect to see with a claim of this nature.

Our investigator also said it was fair for QIC to charge the excess of £1000 for the claim. They felt this was clearly set out in the policy schedule and with this being the cause of damage to the property, it was correct for it to be charged.

Mr R responded with a number of points. Some of these related to the intermediary and our investigator explained they are considered under a separate complaint reference. Mr R felt it has been missed, that part of his complaint was about the fact that he did not receive a response to his complaint when it was first raised. QIC had only uploaded a copy of the response to its customer portal and it didn't send this by any other means and Mr R hadn't seen the response. He felt this was done with QIC avoiding his communication preferences.

Mr R highlighted concerns he had about the service overall, a lack of updates and need for him to chase the progress and how much time this took up. It has also caused confusion as third parties carrying out work related to the claim have contacted him without him being notified of their involvement.

Mr R didn't think it was fair that he was asked to find his own contractors for the repair when there was the delay in QIC doing this. His insurance was in place for peace of mind and he didn't expect to have to do this. It was also during the time when COVID-19 was more prevalent which made this even more difficult to arrange himself. And QIC never provided the schedule of works it had completed at the time which showed only £1200 worth of work was required. Mr R felt was too low and left him with very little after the excess was paid.

Our investigator went back to Mr R a number of times with the points he raised and asked for further comment on this from QIC. From the information provided, she could see the final response was only sent on the portal and not via email or letter and QIC said this was an error. But she didn't think it had been shown it was avoiding communicating with Mr R via his preferred communication channels and the online portal had since been turned off.

However, their opinion remained that the overall award offered by QIC to put things right for any failings up until 30 April 2024 was fair and reasonable and they didn't think QIC needed to do more with this complaint and the handling of the claim up until this point.

Mr R disagreed and asked that the complaint be referred for decision.

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.

I've decided not to uphold this complaint, for much the same reasons as our investigator. I appreciate Mr R will be unhappy with this, but I'll explain why I think the offer made by QIC to pay Mr R £750 in recognition of the impact of its failings with the handling of his claim until April 2024 is fair and reasonable.

Claims of this nature can cause a great deal of distress and inconvenience, even if handled without error or delay. It is the unfortunate nature of something going wrong and action being needed to put it right within a property which means this level of disturbance is expected. What I have considered is whether, the handling of this claim and service provided by QIC has taken this distress and inconvenience beyond what I think it reasonable to expect.

I also need to highlight, as our investigator did, that I am only considering the events and actions of QIC up until the complaint response issued on 30 April 2024. So while I acknowledge that the claim has continued to progress and Mr R has expressed his dissatisfaction about a number of things from this point, I will not be commenting on them here. A new complaint will need to be made to QIC about any subsequent issues to allow it the chance to consider these ahead of this Service being able to comment on them.

It is accepted that delays were added after the initial drainage repairs were completed, so I am not going to cover over this again as there is no dispute an error was made with the progress.

I accept that Mr R being asked whether he was able to source his own contractor to repair his property after the initial drainage repairs had been completed is not what he expected of his insurance. But it is not unusual for insurers to offer cash settlements and when there was known issues with its contractors and timeframes, offering this as an option for Mr R to

source his own repair is reasonable. Mr R did not need to accept this offer and with the COVID-19 pandemic making the availability of trades more difficult, it is understandable why this wasn't a good option. But I don't think it being offered indicates a failing on QIC, beyond highlighting the delays it was experiencing in sourcing a repair itself.

I understand that Mr R didn't engage with QIC after the schedule of works had been produced as he'd lost his job and wasn't able to deal with this at the time. And he has highlighted his vulnerability to QIC when he notified it of the ongoing damage in 2024 and QIC noted this. But I don't think QIC acted unreasonably when it closed the claim in October 2022 after it hadn't heard from Mr R in response to its requests to agree the repair works.

When Mr R noticed further damage to his property in 2024, it is understandable why he felt the previous survey and repair had failed to identify the source of the issue. But with the drainage survey from 31 July 2020 showing there was a few issues with the drainage system and this correlating to where the movement to the property was identified, I don't think the repairs being undertaken to this area was unreasonable.

When further damage was noticed in 2024, it was right that QIC investigate this and it sent out its surveyor again and further works were recommended and completed, with monitoring being recommended. This would allow for QIC to identify if the property is continuing to move or whether the works to the drainage system have resulted in it being stable. But it doesn't show the previous repair was incorrect or that an error was made here.

Mr R has explained that he doesn't think QIC has taken account of his vulnerability and provided the right level of support or communicated with him in the way it should have. It has been accepted that an error was made when its final response was not sent to him, either by email or letter (albeit, this is outside the scope of this complaint and what I can comment on) but I've not seen ahead of this that it was actively ignoring his communication preferences. It is reasonable to expect that updates are provided to Mr R on the progress of his claim and details provided about any third parties involved are made through his preferred communication preference. And while I cannot comment on anything that has happened after this complaint has been made and the response provided, QIC has said it has been doing this.

The excess for Mr R and subsidence claims is set out within his policy schedule. While he may feel the work needed and claim value is low when compared to this, it doesn't mean the excess is not payable and I don't think QIC has acted unfairly when it has said this is the case.

While I appreciate Mr R has been frustrated by the progress of his claim with QIC, I don't think it can be said to have delayed this beyond the delays identified with the schedule of works after the initial repairs to the drains were made. Any later issues after the claim was opened and after the final response was issued in April 2024 will need to be raised with it. But I cannot say it acted unfairly when communicating with him in the way it did previously, nor can I see it has failed to provide the level of support I think it should have.

The delays added will have caused distress to what is a stressful claim situation and this is fairly recognised in the award offered of £750 and because of this, I am not asking QIC to do more with this complaint.

My final decision

For the reasons I've explained above, I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or

reject my decision before 28 August 2025.

Thomas Brissenden
Ombudsman