

The complaint

Mrs B is unhappy with QIC Europe Ltd's (QIC) handling of a claim made under her home insurance.

What happened

Mrs B has a home insurance policy, underwritten by QIC. In August 2021 there was a fire at Mrs B's neighbour's property which caused damage to her home, so she made a claim to QIC.

Mrs B was unhappy with QIC's handling of her claim, so she brought a previous complaint to this service. This was considered by one of our investigators, and they upheld the complaint on 23 January 2023 and recommended QIC pay a further £900 compensation. QIC agreed and that case was closed.

However, Mrs B is unhappy with QIC's further handling of her claim since that point, and that she hasn't received reimbursement of some paint costs or her policy excess. So, Mrs B asked this service to consider things and a new complaint was set up.

One of our investigators considered things from 24 January 2023 (post the previous investigator assessment) and issued his assessment on 22 September 2023. He said that he didn't think there were any avoidable lengthy delays which were solely the fault of QIC. He also said that QIC hadn't yet been able to make a recovery from the neighbour, so at this stage the excess was the responsibility of Mrs B.

The investigator asked QIC why they hadn't yet reimbursed the paint costs and they said they were unable to find evidence that this was previously agreed, but in the interest of resolving matters, they were happy to reimburse this. The investigator thought this was reasonable.

Mrs B didn't agree overall and asked for a final decision from 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 done so, and whilst I appreciate it'll come as a disappointment to Mrs B, I've reached the same outcome as our investigator.

I acknowledge Mrs B says that this claim was made through no fault of her own as it was a fire at her neighbour's property, which resulted in damage to her property. And I acknowledge she is unhappy with how long things have taken overall given the fire happened in August 2021.

However, a previous complaint with this service considered everything that occurred before 23 January 2023, and the investigator recommended £900 compensation for this, which QIC

agreed with. As a complaint for events before 23 January 2023 has already been considered by this service, like our investigator, I'm only considering what happened after that point.

I don't intend to comment on the full timeline of what happened since then as both parties are already aware. However, whilst I note Mrs B is unhappy with the time taken, I don't think there were any lengthy avoidable delays which were solely the fault of QIC.

I understand it was mainly the remaining plastering and decorating which needed completing, and also snagging works. QIC has explained that this needed to be considered by its senior claim handlers, and the scope of works needed to be amended several times too.

Following the completion of the works in June 2023 there were still snagging issues, which included adjusting the door. Mrs B confirmed she was satisfied with the completion of all works in July 2023.

I do appreciate Mrs B is looking at the whole claim from start to finish, and the length of time overall it took since August 2021, along with the inconvenience she was caused throughout and the multiple issues which occurred. However, my consideration here is limited to 24 January 2023 onwards. And as I say, I don't think there were any lengthy and avoidable delays during this time.

With this in mind, I won't be directing QIC to pay Mrs B further compensation.

Mrs B also said QIC had agreed to pay for paint costs she incurred, but despite this, they didn't reimburse her. Our investigator asked QIC about this, but they said they had no records of agreeing to this. It's my understanding that Mrs B says this was in a telephone call, but QIC says it doesn't have any records of agreeing to this. But in any event, QIC has since said they'll reimburse this cost in the interest of resolving the complaint. I think this is reasonable in the circumstances.

Mrs B is also unhappy she has had to pay an excess and she says that QIC should have recovered this from the neighbour's insurer by this point in time.

As explained by our investigator, the terms of Mrs B's policy say she is responsible for paying the excess in the event of a claim. And as she's made a claim under her policy, the excess would be payable.

QIC has confirmed that at this stage it hasn't been able to make a recovery from the neighbour's insurer yet. So as a recovery hasn't yet been made, and the terms require Mrs B to pay an excess for a claim under her policy, I'm not going to direct QIC to do anything further in relation to this at this stage.

My final decision

QIC Europe Ltd has made an offer to reimburse the cost of paint to settle the complaint and I think this offer is fair in all the circumstances.

So, my final decision is that QIC should reimburse Mrs B's paint costs as per the invoice she's provided.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 23 November 2023.

Callum Milne
Ombudsman