

The complaint

Mr and Mrs S complain about Royal and Sun Alliance Insurance Limited's (RSA) poor handling of their claim under their home insurance policy.

What happened

Mr and Mrs S home suffered from a significant escape of water in 2019. It caused damage to several rooms. And they made a claim on their home insurance policy, that they held with RSA.

Mr and Mrs S explain that following the escape of water, which was caused due to a burst pipe in their utility room, they experienced poor communication, poor standard of repairs and delays from RSA. Both parties are aware of the issues regarding this. And RSA ultimately accepted the poor standard of service, apologised and paid Mr and Mrs S £850 compensation for the issues regarding their kitchen installation. In addition, it agreed to rectify and paid for all the remedial work required.

Also, Mr and Mrs S complained that the quality of the kitchen repairs hadn't been to an acceptable standard and ultimately led them to ask the contractors sent in by RSA, to leave from site. This led them to instruct their own assessor to assess the newly installed kitchen.

Mr and Mrs S' assessor concluded that the entire kitchen needed to be replaced. And Mr and Mrs S replaced the kitchen at a cost of £13,971.80 including VAT. This was at variance with RSA's independent assessor, who agreed there were issues with the kitchen, but said that they could be fixed. So, RSA paid Mr and Mrs S the amount to rectify the kitchen issues.

Mr and Mrs S believed that the entire kitchen needed to be replaced as they concurred with their assessor and replaced the kitchen. They felt that RSA ought to reimburse them, so they referred a complaint to our service, when RSA didn't agree to reimburse them the full cost of the new kitchen.

One of our investigators considered the complaint and didn't think it should be upheld. He said that regarding the initial issues, RSA had accepted there were snagging issues and rectified those. As well as paying to replace some damaged items. Regarding the kitchen, RSA recognised that there were service failings and paid compensation of £850, which he said was fair.

Ultimately, he said that RSA had reviewed all the information provided in Mr and Mrs S's assessor's report. And paid for the costs to rectify the kitchen. So, he felt that RSA ought not to reimburse the full cost of Mr and Mrs S' new kitchen.

RSA accepted the view, Mr and Mrs S did not. Essentially, they said that RSA had inadequately handled the issues regarding the kitchen. It failed to inspect the kitchen, after their contractor had issued the report. They disagreed with the £850 compensation as this didn't adequately reflect the impact of RSA's poor handling of the claim. They also pointed

out that the garden table issue hadn't been resolved. So, they asked for a 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, I won't uphold this complaint. Whilst I understand this is likely to be a disappointment to Mr and Mrs S, I hope my findings go some way in explaining why I've reached this decision.

I've considered both parties comments and evidence they've provided. And having done so, I think the main issues of this complaint relate to how RSA handled the claim overall but more importantly, how it dealt with the installation of the kitchen. Also, whether RSA was fair in its offer of £850 compensation for the trouble and upset caused. Finally, the issue of the garden table. So, I've concentrated my findings on these areas.

Dealing with the issue of the kitchen and garden table first. I note and can understand Mr and Mrs S' frustration given their experience with RSA's contractors. So, I'm pleased to see that the sink and white goods, that had been damaged, have now been replaced by RSA.

However, there is the outstanding garden table. I asked RSA about this. It said that its contractor had used the table as a workbench. But there was no evidence to support that the table was damaged. But its contractors have agreed to pay for the table, as they did use it as a support, nevertheless there was no damage to it. The contractors have asked Mr and Mrs S for their supply details, so that they can pay for the table.

I've not been provided with enough evidence from Mr and Mrs S that the table was damaged. But as the contractors have agreed to replace it, then I would advise Mr and Mrs S to contact them directly, to resolve this issue. In the circumstances, I won't be asking RSA to do anything further here.

Regarding the kitchen, from the evidence it is clear that Mr and Mrs S have complained about various issues with the installation of the kitchen. These ranged from the fridge and dishwasher damage – which RSA acknowledged and has since replaced those items. I have no evidence from Mr and Mrs S that this isn't the case, so I'm satisfied that this has now been resolved.

Mr and Mrs S said that there were live wires exposed from the hob and the oven was unprotected. I asked RSA about this as I understand how concerning this would've been. It confirmed that the wires were not live and hadn't been connected to the mains or the consumer unit. As I haven't been provided with enough evidence from Mr and Mrs S to the contrary, I'm satisfied that this no longer poses an issue.

Mr and Mrs S also complained that the extractor hood had been installed with carpet tape. I asked RSA about this, and it said that the tape had been used temporarily to hold a hose in place and was removed once it needed to be. In addition, Mr and Mrs S also complained that the cooker hood had been incorrectly fitted. Again, I asked RSA for an explanation, it said that the installation had complied with current regulations. I haven't been provided with any evidence from Mr and Mrs S, that indicates this not to be the case. So, I'm satisfied that RSA had installed the hood in line with current regulations.

Mr and Mrs S also raised issues with the fitting of various kitchen cabinets such as the doors not being aligned, the floor units and end panels not being correctly fitted, and the kitchen worktop not being glued to the floor units. I asked RSA about these issues, and it said that these in effect were temporary installations, and they would be rectified on completion.

I understand that Mr and Mrs S were unhappy with the standard of installing the kitchen. RSA appointed an independent assessor, and, on their recommendation, RSA made a payment to Mr and Mrs S. Despite this, Mr and Mrs S decided to have the whole kitchen replaced at a cost of £13,971.80, which they believe RSA ought to reimburse.

I have carefully considered Mr and Mrs S's comments regarding this. And I don't think it's fair or reasonable for RSA to have to reimburse the full cost of their new kitchen. So, I'll explain why. Our service would expect RSA to have made a payment based on the cost to cover the snagging works. I can see that RSA did just that. It was Mr and Mrs S' decision to replace the entire kitchen, which I can't see, from the evidence was necessary. Consequently, I think RSA did what we would've expected it to do. So, I can't reasonably ask it to reimburse Mr and Mrs S' full kitchen costs.

I've next considered the compensation. I understand that Mr and Mrs S would like far more compensation as they don't believe, they've been adequately compensated. So, I've had a further look into this.

From the case notes, I can see that Mr and Mrs S raised several issues. RSA accepted that there were issues raised. It not only apologised for this but also recognised the impact on Mr and Mrs S. I note that RSA had made several compensation payments which totalled £450 for various failings. In addition to those payments made, it offered and paid a further £850, primarily for the issues regarding the kitchen installation. Consequently, RSA has made compensation payments totalling £1,300 for the trouble and upset caused.

I'm satisfied that the redress offered and paid by RSA, adequately compensates Mr and Mrs S for the experience they had. And are in line with our guidance on compensation. Accordingly, I won't be asking RSA to increase the amount of compensation that it has already paid.

I acknowledge Mr and Mrs S' strength of feeling about this complaint. But, in the overall circumstances of it, I haven't seen enough evidence to show that RSA acted unfairly or unreasonably. I'm therefore not going to tell it to do anything further here.

My final decision

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 31 October 2023.

Ayisha Savage
Ombudsman