

The complaint

Mr S complains Royal & Sun Alliance Insurance Limited ('RSA') took a long time to complete repairs following a home insurance claim, and he's unhappy with the quality of the workmanship and the replacement items.

What happened

On 24 March 2021, Mr S suffered a fire in his kitchen. The fire caused damage to his kitchen worktop, vinyl flooring, and hob. He made a claim on his home insurance policy.

Mr S complained about the time the claim had taken, and about the quality of the repairs and replacement items. RSA didn't provide a response to his complaint. So, in December 2021, he brought the complaint to our service.

RSA provided its file, which sets out the following:

- On 26 March, RSA appointed a kitchen restoration contractor to report on the damage.
- On 6 April, the contractor confirmed the kitchen worktop couldn't be restored and the vinyl flooring would also need to be replaced. RSA appointed a flooring contractor to either replace the vinyl flooring or to agree a cash settlement. RSA also asked Mr S to obtain a quote for the damaged worktop and hob, so this could be cash settled.
- On 23 April, Mr S explained he was in the process of agreeing a cash settlement for the vinyl flooring with the flooring contractor, but he was struggling to obtain a quote for his kitchen worktop and hob. Therefore, RSA appointed a building contractor for the worktop and hob.
- Mr S opted against a cash settlement for the vinyl flooring. So, during May and June the flooring contractor proceeded with sourcing the replacement vinyl and arranging the fitting. The flooring contractor's work was completed on 14 July.
- During May, the building contractor agreed a scope of works and costings with RSA. During June, dates for the works were agreed with Mr S.
- On 20 July, whilst replacing the worktop, one of the splashback tiles was accidentally damaged. As such, the building contractor sought approval from RSA to replace all the splashback tiles, which was given on 28 July. The tiles were then ordered, but Mrs S confirmed she was happy for just the damaged tile to be replaced.
- The building contractor's work was completed around 10 August. The building contractor predominantly liaised with Mrs S, who was happy with the work.

One of our investigators considered the complaint, but she didn't think it should be upheld. Because Mr S disagreed, his complaint was passed to me to decide.

Mr S says the replacement items aren't the same quality as the damaged items. He says the worktop is fading and the edging is coming away. He's provided some photos to support what he says.

In view of Mr S's submissions, I asked RSA if its building contractor would revisit and report on the issues. Following the visit, the contractor made the following observations:

- The silicon around the sink and hob doesn't look great. However, this may have been due to the use of cleaning products rather than workmanship issues.
- The edging strip to the worktop is loose on one end, but this was probably not the case when the work was completed.
- The original worktop was laminated with a white/grey/black speckled finish. The replacement is also laminated, but with a black quartz/mirror chip finish. So, it's considered like-for-like, and the insured chose the replacement.
- The replacement worktop has a glossy finish. But there are various light scratches which make it appear dull in areas. This damage is from use or misuse since the work was done.
- Mr S suggested he had a higher quality gas hob. The survey photographs show no branding to the pre-loss hob, which would suggest it was a low-end hob. It was replaced with similar quality. No issues were raised at the time of the works.
- Mr S suggested the vinyl flooring isn't the same quality. This was installed by another party, so the contractor couldn't comment. However, some indents were noted to the flooring which Mr S acknowledged were from furniture.

The contractor said it would be prepared to clean up the silicone around the sink and hob, and to refix the edging strip to the worktop.

I issued a provisional decision, explaining I intended to uphold the complaint in part. In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

Where evidence is inconclusive, incomplete, or contradictory, I've reached my decision on the balance of probabilities. This means I've determined what I consider is more likely to have happened, based on all the evidence that is available and the wider surrounding circumstances.

Claim and repair timescales

I accept the repairs took a while to be completed. However, a degree of inconvenience is to be expected when making an insurance claim, as are wait times for materials and/or contractor availability.

Based on the information provided, I've not seen any significant delays, or delays that I would consider to be unreasonable or unavoidable.

I accept a tile was broken by the building contractor, which caused further delay. But I've not seen anything that leads me to believe the contractor was careless.

Quality of repairs and replacement items

I've not seen anything that supports the damaged items weren't replaced on a like-for-like basis.

I'm also mindful that Mr and Mrs S chose the items in question. Mr S says their choices were limited and they went along with what was offered. However, if they had concerns about the items being offered, they ought reasonably to have raised that at the time.

I accept there's a dull area on the worktop, and I can understand why Mr S is unhappy about that given it was only recently installed. However, I haven't seen any expert opinion that supports the issue is due to a fault in the worktop. Based on the evidence provided, on balance, I consider it likely the worktop has since suffered some damage from usage.

Nonetheless, I wouldn't reasonably expect the edging strip to come loose after such a short period of time, and I can understand why Mr S is unhappy with the silicon detail around the hob and sink. RSA has now offered to put those matters right, which I consider to be fair.

I also intend to award £150 compensation. Mr S first raised some of the issues a year ago, and in my view, RSA ought reasonably to have revisited sooner."

RSA accepted my provisional decision.

Mr S explained he was disappointed with the level of compensation. He reiterated some of the points he had previously made about the claim and the repair process, and about the quality of the replacement items.

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.

We haven't received any further points or evidence from the parties. Having reconsidered the information previously presented, and considered the responses to my provisional decision, I've reached the same outcome for the same reasons.

My final decision

For the reasons I've set out above, and in my provisional decision, I uphold this complaint in part. My final decision is Royal & Sun Alliance Insurance Limited should:

- repair the loose edging strip on the worktop, and re-do the silicon around the hob and sink; and
- pay Mr S £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 September 2022.

Vince Martin
Ombudsman