

The complaint

Mrs B complains about how One Insurance Limited dealt with her claim on her accidental damage cover as part of her home insurance.

What happened

Mrs B had a home insurance policy. It came with an accidental damage extension that was underwritten by One Insurance.

In September 2022 she made a claim after a kitchen cupboard suddenly fell from the wall causing damage to the contents as well as the kitchen surface and floor. One Insurance sent a contractor to look at the damage and accepted the claim.

However it took some time for it to repair the kitchen surface and when it did, Mrs B was unhappy with the standard of repairs. There was also a disagreement about how the floor should be settled. As the kitchen floor joined straight onto the floor in the hallway. One Insurance said the hallway floor wouldn't be covered as it wasn't damage. So said it would create a threshold between the two and just replace the damaged kitchen floor. However Mrs B didn't agree to this as she said she didn't have a threshold before and didn't think it was fair she was left with one.

She made a complaint and One Insurance awarded £150 compensation as it agreed the repair to the kitchen surface had been inadequate. However it said it had acted fairly by offering to just replace the kitchen floor and install a threshold at the doorway between the kitchen and hall. It said it would provide a cash settlement so Mrs B could see if she could get both done for the amount.

Mrs B was unhappy with this response and brought the complaint to this service.

Our investigator recommended the complaint be upheld. She thought One Insurance should complete the repair to the kitchen floor and provide a 50% contribution to a new hallway floor. And she thought it should pay an additional £150 to make up for the distress and inconvenience it had caused.

Mrs B accepted our investigator's outcome, however One Insurance didn't respond. So the matter has come to me to decide.

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.

One Insurance has provided this service with very little information in relation to this complaint, despite being given ample opportunity to do so. Nor has it responded to our investigator's outcome.

The rules that govern this service are laid out in the Financial Conduct Authority (FCA) Handbook – the Dispute Resolution: Complaints Sourcebook (DISP). DISP 3.5.1 states that 'The Ombudsman will attempt to resolve complaints at the earliest possible stage and by whatever means appear to him to be most appropriate...'

As One Insurance has been given many months to provide information, I don't believe it would be fair to delay matters any further. I therefore consider it appropriate to proceed to a decision based on the evidence available, without waiting further for a response from One Insurance

One insurance has accepted that the kitchen floor has been damaged as part of the claim. And that the flooring was previously continuous into the hallway. However under the policy it's only required to repair or replace items that were damaged as part of the claim. So it's only offered to repair the kitchen floor and create a threshold where this meets the hallway.

While One Insurance has said it will create a threshold between the two floors, this wouldn't put Mrs B back into the position she was in before the claim – which is what we'd expect it to do.

Further, this service generally takes the position that where a customer suffers a 'loss of match' due to damage that's covered under the policy, then it's fair for the insurer to compensate them for this. Even when it's not covered by the policy. We generally think this should be at 50% of the cost of the additional repair that's required in order to obtain a match.

Based on this, I agree with our investigator that One Insurance should repair the flooring in the kitchen and pay 50% of the cost of a full repair to the hallway floor.

From looking at the correspondence provided by Mrs B I can see that it's taken a long time for One Insurance to deal with this claim. While some delays were due to its contractor's availability, so out of its control, it appeared to do very little to help try and find alternatives that may have moved the claim along more promptly. And during this time, Mrs B was left with a kitchen surface that she felt presented a safety risk to her children.

Additionally, when the repair was carried out, One Insurance has accepted it wasn't done to a good standard, which caused a further delay. Based on this I agree with our investigator that it should pay an additional £150 compensation to apologise for the distress and inconvenience it has caused.

My final decision

For the reasons I've given, I uphold Mrs B's complaint. I direct One Insurance Limited to:

- Repair Mrs B's kitchen floor and provide her with 50% of the cost of a replacement hallway floor, based on a quote provided by Mrs B.
- Pay an additional £150 compensation on top of the £150 already offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 28 August 2023.

Sophie Goodyear
Ombudsman