

The complaint

Mrs M is unhappy with the replacement carpet that was fitted by Royal & Sun Alliance Insurance Limited trading as More Than (RSA) in settlement of a claim under her home contents insurance policy. References to RSA include its agent.

What happened

In January 2023 Mrs M made a claim to RSA after she spilt something on her dining room carpet leaving a stain that couldn't be removed. RSA visited Mrs M later that month. She chose a new carpet after seeing various choices of replacement carpet online on a tablet.

RSA said it contacted Mrs M in March because of manufacturing delays holding up her choice of carpet. It offered to send someone to visit her at home with carpet samples. Mrs M refused and stuck to her original choice.

When the carpet was delivered, Mrs M thought it looked a lot lighter than she'd expected. Initially she'd refused to have it fitted. She complained to RSA. It said there would be a charge of over £400 for changing her selection as the replacement carpet had been cut to the size of her room. The carpet had cost £2,781.

The carpet Mrs M had originally chosen was fitted a few weeks later. In the intervening time, Mrs M and her elderly husband had been left with just underlay on the floor of their dining room and some doors had been removed ready for the carpet fitting.

Mrs M complained to RSA. It didn't think it was at fault as Mrs M had chosen the replacement carpet herself. She brought her complaint to our service. Our Investigator didn't recommend it be upheld. He didn't think RSA had treated her unfairly. As Mrs M didn't agree, the matter has been referred to me.

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.

If I understand her correctly, Mrs M accepts that she made the wrong choice of carpet for her needs. But she thinks she shouldn't have been put in the position of having to choose a replacement carpet from a small tablet screen. I have some sympathy with that view. It's a bit like choosing paint from the colour on the tin – many of us have found it can look rather different on a wall.

The crucial point in this case though is that at a later stage in the claim Mrs M was given the option of choosing a replacement carpet from physical samples and she chose not to take up that opportunity. That being the case, I don't think RSA treated her unfairly in refusing to take back the carpet she'd chosen unless she paid over £400. Since the carpet cost considerably more than that and had been cut to the size of Mrs M's room, I don't think that was unreasonable.

I don't doubt that this was a very stressful time for Mrs M. After her old carpet had been taken up and doors temporarily removed, she had the disappointment of a lighter carpet than expected. She and her husband then had several weeks living with various trip hazards in their home before she agreed for the new carpet to be laid. As I don't think RSA should bear responsibility for the wrong choice of carpet, it follows that I don't think it should be responsible for the inconvenience caused by the delay in fitting it after the old carpet had been taken up.

Mrs M complained that she was made to feel a fool by RSA. It's a natural human reaction to feel foolish when we've made a mistake and that's not a nice feeling. But I haven't seen any evidence that RSA made Mrs M feel any worse than she might otherwise have done.

While I am sorry to hear what Mrs M has gone through, based on everything I've seen, I don't think RSA has treated her unfairly or unreasonably.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 5 March 2024.

Elizabeth Grant
Ombudsman