

The complaint

Mr T complains about Royal & Sun Alliance Insurance Company (RSA) declining a claim under his home insurance policy for damage to a kitchen unit.

Any reference to RSA in this decision includes their agents.

What happened

In September 2023 Mr T contacted RSA to tell them about damage to a kitchen cupboard. He said a door had been damaged (partly melting and the door yellowing) by a toaster underneath the cupboard. Mr T provided photographs of the door to RSA, who asked for a cause of damage report.

Mr T engaged a contractor (T) who visited the property and inspected the cupboard. They provided a quote for replacement of the cupboard, in which they also said the cupboard door yellowing was caused when it was manufactured, due to an excess of glue adhered to the door and not the edges, as the edges were peeling back.

Based on what T had said, RSA declined Mr T's claim as they thought the damage was caused by faulty workmanship, an exclusion under the policy.

Mr T then complained to RSA about the decline of his claim. He said the damage was a one-off event caused by the toaster underneath the cupboard, which had caused scorching and peeling of the cupboard, including the door. RSA agreed to appoint a surveyor (D) to inspect the damage.

D visited the property to inspect the damage. They concluded the damage (the peeling) was the result of natural breakdown of materials – not scorching - from what the surveyor said was steam from a kettle underneath the cupboard. It wasn't the result of a one-off event. Mr T maintained the damage was caused by the toaster, not the kettle, saying the damage was due to scorching and hadn't happened over time.

RSA raised a further complaint but didn't uphold it. In their final response they noted the cause of damage report indicated the cupboard door had yellowed due to excessive glue used by the manufacturer. D's assessment of the damage was the door had discoloured over time due to the breakdown of materials, caused by the kettle underneath and the steam it generated over time. RSA referred to policy terms and conditions that meant the damage wasn't covered, as it was due to faulty workmanship over a period of time. So, RSA confirmed their decision to decline the claim.

Mr T then complained to this Service, unhappy at RSA's decision to decline his claim and their final response. He said the damage to the unit had been caused by the toaster underneath the cupboard – it wasn't true, as RSA and D said, the damage was caused by the kettle. He provided photographs of the damage and from the day D attended showing the toaster underneath the damaged cupboard.

Our investigator didn't uphold the complaint, concluding the damage wasn't caused by a one-off, insurable event. So, RSA had declined the claim in line with the policy terms and

conditions. Mr T had said the kitchen was approximately 14 years old and T had said the damage was due to a manufacturing issue with excess glue (the yellowing). The signs of peeling and melting was unlikely to be a manufacturing defect, but still likely to have happened over time. In either case, the policy didn't cover poor workmanship or anything that happened gradually. The whole door had yellowed, but no other doors were affected in the same way.

Mr T disagreed with the investigator's view and requested an ombudsman review the complaint. He maintained the damage was a one-off event caused by the toaster (a family member pulled the toaster forward, causing the melting in a small area. Had the damage happened over time, the whole of the bottom of the cupboard would have been affected. He also said RSA (D) wrongly said the damage was from a kettle, not the toaster. He had another appliance under a cupboard, which hadn't been affected by steam.

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.

My role here is to decide whether RSA have acted fairly towards Mr T.

The issue in Mr T's complaint is the decline of his claim for damage to the cupboard door. He maintains it was a one-off event caused by the toaster. RSA say the damage was due to faulty workmanship and/or happened gradually over time due to the natural breakdown of materials, both of which are exclusions under the policy.

While the damage is to one cupboard door, given the evidence and information indicate no yellowing or damage to any other cupboards (including those adjacent), I've considered what is most likely to have caused this to happen.

The first evidence I've considered is from T, when they inspected the door. In their report they say:

"It was clear to see on my visit that one of the doors in the kitchen has yellowed. This is caused at manufacturing when there has been an excess of glue adhered to the door and not the edges, the edges on the door are peeling back and the remainder seem ok."

Looking at the photographs of the kitchen and the cupboards, they show the yellowing affects the whole of one door. None of the other cupboards show any yellowing or discolouration. Given what T says and the fact the yellowing is consistent and isn't confined to an area next to the bottom of the door where there's signs of damage, then I've concluded the yellowing wasn't caused by a one-off event (the toaster). Nor is there any indication of scorching of the type I'd expect from hot air rising from the toaster (I've seen nothing to suggest there were flames coming from the toaster).

So, I'm persuaded the yellowing is most likely caused from a manufacturing defect, as T's report sets out. And it wasn't the result of a one-off event.

At this point I've also considered Mr T's challenge of D's report which concluded the damage was caused over time from steam from the kettle. Mr D says this isn't true as the toaster was underneath the cupboard damaged (he's provided a photograph to show this). While the evidence doesn't allow me to conclude definitively whether the cupboard was affected by the kettle or the toaster, I have considered both alternative causes of damage. Given my conclusions about the yellowing of the door being most likely to have been caused by a

manufacturing defect, it doesn't make any difference which of the two appliances may have been underneath the cupboard.

On the damage to the bottom edge of the door, T's report suggests the damage is also caused by the manufacturing defect (reference to peeling back of the edges). Mr T maintains the damage was a one-off event from the toaster being pulled forward. The implication is hot air rising from the toaster caused the bottom edge of the door to melt in a small area.

Looking at photographs of the affected bottom edge of the door, there are signs of peeling or melting affecting part of the edge, though not all. From the images it's not possible to form a definitive conclusion on the cause, but I've noted there appears to be no damage to the bottom edge of the frame to which the door is attached (as opposed to the bottom edge of the door itself). As the former would have been closer to the top of the toaster, or any hot air rising from it, I'm not persuaded it would have remained undamaged while the (slightly higher) bottom edge of the door was damaged. The bottom edge of the frame also shows no evidence of yellowing or discolouration, or of scorching.

Taking these points together, then I'm not persuaded the damage to the bottom edge of the door was due to a one-off incident from the toaster.

I've also considered the general principle that where a policyholder makes a claim for damage or loss, the onus is on them to show an insured event caused the damage or loss. Given my conclusions, I don't think Mr T has done this in the circumstances of the case.

There's also a second general principle that where an insurer relies on an exclusion(s) to decline a claim, then the onus is on them to show the exclusion(s) applies.

Looking at what RSA said in declining the claim and in their final response, in the policy terms and conditions, there are the following exclusions, under a heading *Uninsurable risks* in the *Policy Exclusions* section:

"Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- Wear and tear, fading, corrosion, rusting, damp, decay, frost, fungus, mould, condensation or deterioration, or anything that happens gradually over a period of time*
- ...*
- Poor or faulty design, workmanship or materials."*

Taking these together with my conclusions about the likely cause of damage, than I've concluded RSA acted fairly and reasonably in declining Mr T's claim. So, I won't be asking them to take any further action.

My final decision

For the reasons set out above it's my final decision not to uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 10 June 2024.

Paul King
Ombudsman