

The complaint

Miss W complains QIC Europe Ltd failed to provide a satisfactory repair to her kitchen.

QIC's been represented by agents for the claim and complaint. For simplicity I've generally referred to the agents' actions as being QIC's own.

What happened

Miss W's property was damaged by an escape of water. She made a claim for the loss against her QIC home insurance. As part of the repairs to Miss W's kitchen the insurer fitted a new base unit and worktop. The existing basin and drainer unit was reused and fitted in the same location as it was originally, but the position of the basin and drainage was reversed. Originally the basin was on the left side, but it was reinstalled on the right-hand side against a wall. A length of narrow worktop, that was fitted along the wall adjoining the basin, wasn't reinstalled.

Miss W told QIC she's unhappy with the new basin set up. She found the new arrangement impractical. With the basin now against a wall she says there isn't space for her arms to move when washing up. She also feels the arrangement is resulting in water escaping and damaging her new flooring.

QIC made a site inspection. It produced a snagging list. Reversing the basin position was one of the listed jobs. However, when the snagging items were resolved the basin position wasn't changed.

Still unhappy with the basin fitting, and a few other issues, Miss W complained. In response QIC apologised for a delay in carrying out snagging work. But it said the basin, for structural reasons, couldn't be refitted in its original position. It said doing so would have caused various problems. It concluded the basin had been placed in the best possible position. So QIC didn't agree to reverse the position of the basin.

Unsatisfied with that response Miss W referred her complaint to the Financial Ombudsman Service. To resolve her complaint she would like QIC to reinstall her basin in its original pre-loss position.

Our Investigator felt QIC's explanation for the repositioning of the basin was reasonable. So she didn't recommend it reverse its position. She did recommend it pay £100 compensation to recognise the impact of delays to dealing with snagging issues. QIC accepted that outcome – including the compensation award. As Miss W didn't the complaint was passed to me to decide.

Miss W has raised concern at QIC's failure to respond to her request to provide her with information it holds on her. I haven't considered that as part of this complaint. I consider it to be an issue separate to this complaint. As I haven't been provided with QIC's position on the matter including it here would likely delay resolution of Miss W's central concern – the quality of the repair. And finally if she still would like the information request response to be considered she can raise a separate complaint.

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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Miss W and QIC have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

When an insurer settles a claim by repair it needs to be an effective and lasting. QIC's explanation is, for the work to be effective and lasting, the basin and narrow worktop couldn't be refitted in their original position.

I've summarised QIC's contractor's explanation. The lefthand side of the worktop was originally without an end panel – so it had no support. It floated over a washing machine that was stuck out beyond its end. QIC said it couldn't install the new worktop without an end panel as there would be a weakness. It wouldn't be able to guarantee the work.

As a knock-on effect of fitting the end panel the basin had to be reversed. The alternative would result in the washing machine not fitting in its space or the need to cut a section of a base unit. The contractor considered those options would be visually poor, leave a weak spot and couldn't be guaranteed. Finally the narrow worktop piece that had been there before the claim couldn't be refitted as it would block access to the basin in its new position.

I've considered Miss W's comments on the practical implications of the basin's new position. I accept her point about it being less accessible in its new position. The new design certainly involves a compromise. And I acknowledge a more satisfactory design may have been possible. But Miss W hasn't provided enough to persuade that there was.

QIC's point that to provide a lasting repair the worktop requires support at both ends is reasonable. So I accept that was required. QIC's explanation for its decision to then reverse the basin is also reasonable. Miss W hasn't shown anything from a surveyor or kitchen installer, for example, to persuade me there was an alternative solution that retained the basin position, whilst avoiding the problems explained by QIC and provides a lasting repair that could be guaranteed.

Miss W has said water spilling and leaking from the basin is causing damage to the floor and skirting board. I'm not persuaded that's most likely caused by the new position. It's the same basin with the same depth and drainage board. If the basin is leaking as it isn't fitted or sealed correctly then Miss W should report this, and any consequential damage, to QIC.

Miss W has said the washing machine could have been relocated to a different room. But when asked she failed to confirm that suitable plumbing facilities existed or could be installed in an alternative location. She also said QIC failed to consult her before changing the basins position. It would have been better if the plan had been discussed in advance. However, as I haven't been persuaded of a better alternative, I can't say a consultation would most likely result in a more satisfactory design.

I realise this will be frustrating for Miss W but I'm not going to require QIC to do anything differently. Overall, whilst I appreciate new position of the basin isn't ideal, I must decide based on the available evidence. Unfortunately for Miss W I haven't seen evidence that a better solution was available.

Finally QIC agreed to pay Miss W £100 compensation, I agree that's a fair amount to pay to recognise the distress or inconvenience resulting from any delay to the snagging works.

My final decision

For the reasons given above, I require QIC Europe Ltd to pay Miss W £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 12 December 2024.

Daniel Martin
Ombudsman