

The complaint

Mr H complains about how Royal & Sun Alliance Insurance Limited (RSA) handled a claim under his home insurance policy for damage to his property from a chip pan fire.

References to RSA include their agents who administer the policy and assess claims.

What happened

In October 2023 there was a chip pan fire in the kitchen of Mr H's property. He contacted RSA to tell them about the fire and lodge a claim. RSA appointed a firm (D) to assess the claim. In turn, D appointed a restoration firm (RB) to decontaminate and clean the affected areas of the kitchen, as well as to relocate a damaged electrics box above the hob.

Once RB had completed their work, RSA agreed with Mr H that he should obtain quotes from contractors to complete redecoration work of the affected areas of the kitchen. Mr H obtained a quote from a decorator for £980. RSA discussed the quote with Mr H (December 2023), who thought it too high. Mr H also wasn't happy with the standard of RB's cleaning of the kitchen. In response, RSA instructed RB in January 2024 to fully clean the kitchen walls and ceiling to facilitate the redecoration work (including areas not damaged in the fire).

However, RB struggled to allocate the re-cleaning job and subsequently declined to re-attend Mr H's property (February 2024) as they didn't think the cleaning was related to an insured peril. RSA went back to Mr H to ask him to obtain quotes for the cleaning and re-decoration work together. However, the decorator she provided the quote for re-decoration wasn't willing to carrying out the cleaning. RSA contacted RB again, but they remained unwilling to re-attend. Mr H was able to obtain a revised quote, for £720 (instead of £980). RSA paid Mr H £720 in March 2024.

Unhappy with the standard of cleaning by RB, the time taken to restore his kitchen and the way RSA handled the claim, Mr H complained to RSA in March 2024.

RSA didn't uphold the complaint. They said they were satisfied RB had done the best they could with cleaning the kitchen. But as Mr H remained unhappy, they agreed a further cleaning of the kitchen as part of Mr H's decorating quote of £980. The cleaning would involve washing the smoke-damaged walls, cupboards and ceiling before they were painted and re-sealed.

On the handling of the claim and the time taken to progress it, RSA said they were satisfied their actions had been necessary, and the slow progress wasn't due to their poor service of failures. RB completed their work in November 2023, after which RSA agreed Mr H could engage his own, trusted decorator. RSA agreed the initial quote (£980). Mr H said he wasn't happy with the quote, thinking it too high for the work involved. A revised quote was received from the same decorator in March 2024, for £720 which RSA paid to Mr H. RSA considered this payment had settled Mr H's claim satisfactorily. But when RSA visited Mr H's property at the end of April 2024, he said he no longer wished to go ahead with his claim and wanted to refund the payment to RSA.

Mr H then complained to this Service. He wasn't happy with RSA's handling of his claim and the settlement they'd offered. He was also unhappy at the state of his kitchen, saying it hadn't been properly cleaned by RSA's contractor (RB). He also wanted compensation for what had happened.

Our investigator partially upheld the complaint. On the cleaning of the kitchen, the investigator thought it fair cleaning was included in the original quote of £980 accepted by RSA. But the investigator concluded there had been some delays in RSA's handling of the claim, between January and March 2024. RSA instructed RB to attend in January, but RB said they couldn't attend until the following month. And RSA could have sought an alternative contractor rather than re-instruct RB, which added to the delays. RB could also have declined the job more quickly than they did. Given the short delays, the investigator concluded RSA should pay Mr H £75 compensation.

Mr H disagreed with the investigator's conclusions and asked that an ombudsman review the 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.

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

The main issues in Mr H's complaint are the way RSA handled his claim, including the time taken and delays. He's also unhappy with the standard of cleaning carried out by RB when they attended the property in November 2023.

Looking at the specific issue of the cleaning of the kitchen by RB, I've noted the indications from RSA's claim notes are that the chip pan fire caused damage from smoke, rather than fire, when a chip pan was left unattended in the kitchen. Given the nature of the damage, I think it reasonable RB were appointed by RSA and instructed to carry out a deep clean of the affected area and de-contamination (and for an electrician to re-locate an electrical box, being sited too close to the hob).

The claim notes record RB initially visited shortly after the fire, in October 2023, their report indicating the need to return to carry out the cleaning work and re-locate the electrical box. The latter took place at the beginning of November and the cleaning visit the following week. The claim notes record RB's view there were longstanding issues with grease build up in the kitchen. There was subsequently a delay in Mr H providing RSA with a quote from his decorator, which wasn't received until December 2023. Mr H thought it too high and included some elements of unnecessary work (painting and re-sealing of the ceiling). So, he said he would go back to the decorator for a re-quote. However, I've noted RSA were willing to approve the quote (though would also accept any lower quote if obtained). A lower quote of £720 was subsequently provided (but not until March 2024) which the decorator said involved significantly less re-tiling work.

I can also see discussions between Mr H and RSA about the standard of cleaning by RB, leading to RSA re-instructing RB to attend – including cleaning walls and ceiling even if not damaged in the incident. However, the claim notes record delays in this being arranged. I can also see RSA acknowledging this and telling Mr H he might have to ask his decorator to include cleaning in their quote. And RSA were willing to cover the cost of a full clean – whether peril-related or not – to facilitate quicker re-decoration.

There's also some confusion over exactly what the revised quote of £720 covered – the sum paid by RSA – in terms of whether it was cleaning or re-decoration. I haven't seen either the original quote of £980 or the revised quote of £720 – though as I've said, there's an email to RSA from the decorator that indicates the latter is lower because it includes less tiling.

It appears Mr H didn't use the payment and wanted to return it to RSA. And that he didn't want to pursue the claim any further and attend to the cleaning and redecoration himself.

Looking at the sequence of events, I don't think RSA have acted unfairly with respect to the cleaning issue. RB carried out an initial clean, though noting an existing build-up of grease that may have affected the effectiveness of the cleaning. Given the concerns raised by Mr H about the standard of cleaning by RB, RSA subsequently offered to pay for a further clean, including areas that weren't affected by the chip pan fire. I think that's reasonable, to enable re-decoration to take place.

While Mr H may have had concerns over the value of the initial estimate from his decorator, it was a quote from the decorator he engaged to provide a quote (and the subsequent quote). And it was RSA's decision on whether to accept the quotes, as they were making the payments – not Mr H.

Having made the payment of £720, I think that was reasonable in the circumstances – notwithstanding Mr H then appearing to want to return the payment and not proceed with his claim. That's a matter for Mr H and doesn't fall within the scope of this decision.

But what is clear is that there were delays from January 2024 through to March 2024 while RSA discussed the option of a further clean by RB. RB refused to attend as they didn't believe the cleaning was peril-related, that is it wasn't a result of the chip pan fire. Those discussions are a matter for RSA and RB as their contractor, but they did lead to delays in progressing the claim between the dates I've mentioned.

These delays would have caused distress and inconvenience to Mr H. Having considered the circumstances of the case and the published guidance from this Service on our approach to awards for distress and inconvenience, then I've concluded RSA should pay Mr H £75 for distress and inconvenience.

My final decision

For the reasons set out above, it's my final decision to uphold Mr H's complaint. I require Royal & Sun Alliance Insurance Limited to:

- Pay Mr H £75 for distress and inconvenience.

Royal & Sun Alliance Insurance Limited must pay the compensation within 28 days of the date we tell them Mr H accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 March 2025.

Paul King
Ombudsman