

## **The complaint**

Mr D and Mrs D have complained about how Royal & Sun Alliance Insurance Limited (RSA) dealt with a claim under their home insurance policy.

## **What happened**

Mr D and Mrs D made a claim for an escape of water in their home. RSA accepted the claim and carried out repairs.

Mr D and Mrs D complained about the replacement carpet that was fitted. They said it wasn't the same quality as the one that was damaged. When RSA replied, it said a sample analysis had been carried out before the carpet was ordered and Mr D and Mrs D had accepted the results and confirmed the carpet selection. It said it would only reconsider this if Mr D and Mrs D provided a report from an independent flooring specialist. It said if it changed its position as a result of that, it would reimburse the cost of obtaining the evidence.

Mr D and Mrs D also complained about having to return to their property. They said it was uninhabitable at that time because it was dangerous to return home. When RSA replied, it said Mr D and Mrs D had moved out of their home due to asbestos. When they were due to return home, they raised concerns about exposed carpet grippers. It said its advice to temporarily put cardboard over the grippers was reasonable as this would conceal the grippers. It said it would take a pragmatic approach and pay an additional week of Mr D and Mrs D's costs to stay in alternative accommodation.

When Mr D and Mrs D complained to this Service, our Investigator didn't uphold the complaint. He said he had seen no evidence the carpet quality was inferior. He said it was reasonable for RSA to say it would reconsider its position if Mr D and Mrs D provided an expert report. He said he wasn't persuaded the carpet grippers made the property unsafe and RSA's temporary solution was reasonable. He said RSA agreeing to pay for an additional week of accommodation was fair.

As Mr D and Mrs D didn't agree, the complaint was 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.

Having done so, I don't uphold this complaint. I will explain why.

Mr D and Mrs D complained about the quality of the carpet RSA fitted to replace their damaged carpet. They said they accepted the carpet based on its colour, but could only tell the quality when they walked on it. They said it then became clear that it wasn't the same quality. So, I've thought about this.

RSA provided Mr D and Mrs D with carpet samples to select the replacement carpet. At this stage, Mr D and Mrs D said they liked the colour, but disputed the weight of the carpet. So, RSA carried out a carpet sample analysis. This confirmed the carpet offered was correct. I think RSA took reasonable steps to check the replacement carpet was like for like.

When Mr D and Mrs D disputed the carpet quality again, RSA asked them to provide the invoice for the carpet. Mr D and Mrs D were unable to do this. However, based on the description provided by Mr D and Mrs D of the carpet, which was a 100% polypropylene, 1.5 tog carpet, RSA confirmed that was what had been fitted. I think that was reasonable.

When RSA replied to the complaint, it confirmed again that it had fitted a like for like carpet. However, it said that if Mr D and Mrs D wanted to get an expert report on the carpet it could consider this. It also said it would pay for that report, if it changed RSA's position. I think that was reasonable. I'm aware Mr D and Mrs D didn't think they should have to pay for the report. But, in my view, RSA had already taken reasonable steps to check the carpet was like for like. Mr D and Mrs D continued to disagree with this. So, the onus was on Mr D and Mrs D to provide evidence to support their concerns. I think RSA's offer was fair. As a result, I don't think RSA needs to do anything further in relation to the carpet. It's for Mr D and Mrs D to decide if they want to provide a report.

Mr D and Mrs D also wanted RSA to pay for their alternative accommodation for longer than the agreed period. Mr D and Mrs D were paying for the alternative accommodation and RSA reimbursed the costs for the period they couldn't be in their home. It's my understanding that Mr D and Mrs D moved to alternative accommodation because there was asbestos in the property. Mr D and Mrs D continued to pay for the alternative accommodation after they were told they could return home and they wanted RSA to reimburse those additional costs.

Mr D and Mrs D said their home wasn't habitable when RSA said they could return to it. A property would normally be considered habitable if it had cooking and washing facilities and was safe. It's my understanding that Mr D and Mrs D's concern was that the property wasn't safe.

Mr D and Mrs D told RSA there was an exposed carpet gripper. RSA said Mr D and Mrs D could put cardboard over the carpet gripper and it also offered to pay for slippers. I'm aware Mr D and Mrs D were concerned about their children, the youngest of whom was about six years old. However, I think RSA's suggestion of covering the carpet gripper was reasonable. When Mr D and Mrs D continued to disagree, RSA arranged for a contractor to cover the carpet gripper. So, I think RSA took reasonable steps to address Mr D and Mrs D's concerns.

Mr D and Mrs D were also concerned about a broken board. Mr D and Mrs D have suggested RSA fixed this because it accepted the board was unsafe. However, it's my

understanding that RSA agreed to fix it as a gesture of goodwill to assist Mr D and Mrs D after the board had broken when a family member slipped when the floor was slippery. I'm not persuaded RSA repairing the board showed it thought the property was unsafe.

From what I've seen, RSA gave sufficient notice of when Mr D and Mrs D could return home. Mr D and Mrs D raised concerns about doing so and RSA responded to those issues. But I don't think RSA had to continue to pay for the alternative accommodation because Mr D and Mrs D didn't want to return home. When RSA responded to the complaint, it offered to pay for an additional week's accommodation as a practical response to the complaint. I think that was fair in the circumstances. Having looked at what happened, I'm not persuaded it needed to pay anything further.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 10 April 2025.

Louise O'Sullivan  
**Ombudsman**