

The complaint

Mr Z complains that Royal & Sun Alliance Insurance Limited ('RSA') declined a claim he made on his home insurance policy for damage caused by a paint spill.

What happened

Mr Z contacted RSA in September 2024 to make a claim on his home insurance policy. He reported that while he was painting his hallway, he tripped and knocked paint over causing it to spill on to the carpet.

RSA investigated the claim but decided to decline it. Mr Z complained about this decision, and RSA provided a final response in September 2024. In its final response, RSA said it believed its decision to decline the claim was correct because Mr Z had disposed of the carpet before it could be inspected, making it impossible to determine if the carpet could have been cleaned instead of replaced.

Additionally, RSA said Mr Z had provided photos showing damage to carpets in two other rooms. But he hadn't explained how this damage had happened given that his original report was only for a single paint spill in the hallway.

Dissatisfied with this response, Mr Z brought his complaint to us.

Our investigator didn't think RSA had acted unfairly. She said the policy terms required Mr Z to retain the carpet to allow for an inspection, but he hadn't done this, preventing RSA from being able to determine if the carpet could be cleaned instead of replaced. And although she considered the photos of the damage, she wasn't persuaded these showed significant damage which couldn't have been cleaned for less than the policy excess and noted the photos showed damage in other areas beyond the hallway.

Because Mr Z didn't agree, the complaint was referred to me to decide.

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, while I understand Mr Z will be disappointed, I've decided not to uphold this complaint. I'll explain why.

I've reviewed the policy terms. These say RSA can settle a claim either by paying for a repair or paying for a replacement if a repair isn't economic. The terms also require the insured not to throw away any damaged items before RSA can inspect them.

This isn't unusual as insurers will typically seek to mitigate the cost of a claim and RSA were entitled to do this under the terms of the policy by deciding to either repair or replace, depending upon which was most cost effective. It also isn't unusual that the terms required

Mr Z to retain any damaged item for inspection, as insurer's will often want to physically inspect damaged property to determine how best to proceed with a claim.

RSA's claim notes show Mr Z confirmed he'd already replaced the carpet when he called on 2 September 2024 to say he wanted to proceed with his claim. So, I'm satisfied Mr Z didn't give RSA a chance to inspect the damaged carpet before he disposed of it. And I think that impacted RSA's ability to validate the claim, and for the specialists RSA had appointed to check if the carpet was restorable.

Regardless, I think RSA should still have considered any other evidence Mr Z could provide showing the damage to the carpet. And I think RSA did this, as it reviewed the photographs Mr Z sent.

I've also reviewed the photos Mr Z provided. But these photos clearly are not all of the same incident Mr Z reported had happened when he claimed as each image shows a different coloured carpet and stain. I also don't think the damage shown in the photos appears significant enough to find it likely that the carpets couldn't have been restored by cleaning, which likely would have cost less than Mr Z's policy excess.

So, I don't think it was unfair for RSA to decline the claim. It had a reasonable basis to think the carpet could have been restored by cleaning, but it couldn't confirm this due to Mr Z having disposed of the carpet despite the policy terms requiring him to retain it. And the only evidence available were photos which weren't all of the same reported loss and didn't show damage which likely couldn't have been repaired.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 18 April 2025.

Daniel Tinkler
Ombudsman