

The complaint

Mr M is unhappy that Haven Insurance Company Limited (“Haven”) didn’t contribute a higher cash settlement to his undamaged “matched tiles” when he had a claim accepted for accidental damage in his kitchen. Haven was providing a home insurance policy.

What happened

Mr M had a claim accepted for accidental damage when he dropped a casserole dish on to his kitchen floor. As a result, a couple of the tiles on his floor were cracked and chipped.

Unfortunately, Mr M didn’t have any spare tiles, and the existing tile couldn’t be purchased for the repair as it was discontinued. So, if only two tiles were replaced, they would stand out as they couldn’t be an exact match to the current ones.

On Haven’s request, Mr M had a quote to have the whole floor replaced (£6,451), with itemisation of the cost to replace just the damaged tiles (£216). Haven offered a cash settlement of £2,678, which represented 100% contribution for the damaged tiles and 50% of the undamaged items, less the excess payment. Haven also said it would reimburse the VAT once the invoice was settled, and evidence was provided.

Mr M doesn’t think the offer is reasonable and doesn’t put him back in the position he was in before the incident. He would like full settlement of labour and installation costs for the undamaged tiles but is satisfied with a 50% contribution to the cost of the tiles.

Our investigator decided not to uphold the complaint. He thought Haven’s settlement offer was fair and in line with the policy conditions. Mr M disagreed, so the case has been referred to an ombudsman.

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.

I appreciate Mr M’s desire to get the highest settlement possible for repairing the damage to his kitchen floor. Unfortunately, having reviewed the circumstances of this complaint, I don’t think Haven have done anything wrong, so I don’t uphold this complaint. I’ll briefly explain why.

Haven have shared with Mr M the wording from his insurance contract which sets out its liability under the claim. The terms and conditions state:

“We will not pay for the cost of repairing or replacing any undamaged parts of the buildings which form part a pair, a set, a suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.”

“Matching items”

“Where we agree to pay a claim for something that’s part of a matching set or suite, we will

do our best to match it. We will try to repair the damaged item and, where this isn't possible, replace it. This may not be an exact match, but it should look reasonably like the rest of the set or suite. If we can't replace the damaged item with a reasonable match, we will make a cash contribution of 50% towards the cost of replacing the undamaged item forming part of the same set or suite."

I think Haven have met its obligation under the policy. It has paid for the damaged parts of the floor to be repaired. It has tried to match the repair with the existing floor. As it hasn't been able to match the tiles, it has paid 50% contribution towards replacing the undamaged part.

I appreciate Mr M would like a higher settlement. However, the policy he bought doesn't allow for this. Different policies will cover different circumstances, and each policy will be priced accordingly. A customer is entitled to choose the policy that suits their needs.

I know Mr M may not think Haven's settlement is reasonable, but equally it wouldn't be reasonable to expect Haven to accept more liability than the risk it said it would cover when it sold the policy. It's likely that if Haven (or other insurers) have a policy which covers all the labour costs for undamaged parts of a matching set, that the premium for that policy might be higher than Mr M paid.

From what I've observed, I think Haven have handled this claim in a reasonable manner and has provided a settlement that meets its obligations under the policy. So, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require Haven Insurance Company Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 26 August 2025.

Pete Averill
Ombudsman