

The complaint

Mrs O has complained about the way INTACT INSURANCE UK LIMITED trading as RSA Insurance (“RSA”) has dealt with a home insurance claim she made following an escape of water at her property.

Any references to RSA in this decision include its appointed agents.

What happened

Mrs O made a claim in October 2023 under her building and contents insurance policy following an escape of water at her home. RSA carried out repair work, which it said it completed in January 2024. However, Mrs O was unhappy about the service she’d received.

Mrs O complained. She raised several issues, including that the repairs hadn’t been completed to a satisfactory standard in several areas, that further damage had been caused, that her kitchen units had been replaced with inferior quality units – despite the original units not suffering any water damage, and that RSA had taken photos in which her and her son were visible, which she did not consent to.

In its response to her complaint, RSA acknowledged that the contractors hadn’t returned the cooker hood because this had been disposed of. It agreed to replace and refit this on a like for like basis but didn’t accept that any of the other issues Mrs O had complained of needed to be resolved. It said all the outstanding snagging works had been completed and some of the issues weren’t covered. It said there was no claim-related damage to the boiler, and that the food spatter marks were from normal cooking processes and could be cleaned in the usual way.

Mrs O didn’t accept RSA’s response, so she referred her complaint to the Financial Ombudsman Service. Our Investigator considered the complaint and recommended RSA put things right for Mrs O by carrying out further repairs, replacing items covered by the policy and allowing Mrs O to either appoint her own contractor or cash settling the claim. The Investigator also recommended RSA pay Mrs O £450 compensation for the distress and inconvenience it caused.

RSA accepted our Investigator’s opinion, but Mrs O didn’t. She said she’d never had sight of the reports RSA had provided to this Service. And that the kitchen RSA had fitted replacing her old kitchen was not like for like. She added that no amount of money could compensate her and her family for what they’d been through for the past two years and that it was an insult to say that the repairs carried out by RSA’s contractors had been completed to a satisfactory standard.

Mrs O asked for the matter to be reconsidered, so the complaint was referred to me for an Ombudsman’s decision.

I issued my provisional decision on 22 November 2025. I’ve included an extract from it below:

“The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the ‘Insurance: Conduct of Business Sourcebook’ (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. It should also settle claims promptly once settlement terms are agreed. I’ve kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.

I’ll first clarify the scope of this complaint, as there has been a previous decision by another Ombudsman regarding this claim, and in that decision the Ombudsman looked at Mrs O’s claim journey up to 15 November 2024. I can’t reconsider anything that’s been decided by another Ombudsman, so I’m only able to look at the issues that arose after that date, and up to the date of the final response letter of 13 June 2025. There are other points Mrs O has raised during the course of this Service’s investigations, which weren’t addressed in RSA’s final response letter dated 13 June 2025. Those points have been put to RSA, and RSA has confirmed it consents to us considering them. So I’ll also comment on those additional issues – as well as everything that happened during the period of seven months that I’m considering.

Removal and disposal of the original kitchen units and extractor hood

Mrs O has said the leak came from the centre of her kitchen and never affected any of the units or cabinets. I’ve looked carefully at the photos I’ve received showing the removed kitchen units. Whilst a number of the units appear undamaged, I can see from the photos within the Rainbow Restoration report that there was clear evidence of water damage to many of the units. In particular, there’s evidence of rot in the wood at the underside of the base units and there are numerous cracks throughout the wood that would’ve likely been caused by the leak.

Mrs O has said she saw her kitchen when it was stripped and noted there was no damage to the units. She’s understandably concerned about what RSA’s contractors did with her original kitchen. But I’ve looked carefully at the evidence provided, and the photos do show water damage to some of the units. I appreciate Mrs O says she wasn’t provided with the photos, but that doesn’t mean I can disregard them.

Whilst some or all of the discolouration and staining may have been pre-existing, the rot, warping, cracking and peeling of the material indicates that the units did need to be disposed of, so I’m not persuaded RSA acted unfairly by replacing these.

I do however consider RSA should’ve apologised for the conflicting information Mrs O was given by its agents. Mrs O says she was assured that her units would be put back once drying was complete, as they were undamaged. And I think finding out that her kitchen had been disposed of, despite those assurances, would’ve likely upset her and caused confusion. I’ve kept this in mind when considering a fair compensation amount.

In relation to the extractor hood, an Investigator considering another complaint with our Service recommended that RSA return the extractor hood, if it hadn’t already done so. RSA said in its final response letter relating to this complaint that it hadn’t been returned to Mrs O and had instead been disposed of. It apologised for this and said it would replace and refit the cooker hood on a like for like basis. It asked Mrs O for quotes for a replacement and fitting so that these could be considered for settlement, and I think that’s reasonable. But I’ve considered the inconvenience caused to Mrs O in relation to this, in reaching a fair and reasonable overall compensation figure.

Inferior quality replacement kitchen

I've seen the images provided of the replacement Howdens kitchen and Mrs O has provided an invoice from her original purchase of her Wickes kitchen. Mrs O says the replacement was of an inferior quality – but I haven't seen sufficient evidence of this. She's said RSA must have used its contacts to obtain a kitchen for a lower cost than the one she bought, but even if this is the case, I don't consider this necessarily shows the replacement kitchen is of an inferior quality. RSA isn't obliged to spend the same amount on the kitchen as Mrs O spent originally. Its obligation under the policy is to put Mrs O back in the position she was in just before the loss or damage occurred, irrespective of the cost involved in doing so.

Where an insurer settles a claim by replacing items, we expect the replacement to be like-for-like, so ideally an exact match. But that's not always possible and sometimes a compromise is a reasonable way forward. And in this case, I think the replacement kitchen provided was a fair equivalent, from what I can see from the photos and evidence provided.

Whilst Mrs O will of course notice differences in the kitchen since it is her home and she uses it every day, from my perspective the two kitchens don't seem too dissimilar. The colour and style are a close match to the original and I've read the email discussions that took place before the new kitchen was fitted, so I think Mrs O was given plenty of information about the replacement. RSA also says she was present during the design appointment with the planner, and she approved the new layout. Overall, I'm not currently persuaded that the new kitchen isn't a fair and reasonable replacement.

Difference in flooring level

RSA says Mrs O's flooring had a number of layers prior to the strip out. This meant when one layer of flooring was installed, the kitchen floor was lower in height. Mrs O has said this has impacted her considerably as she can no longer reach her kitchen window and that this is causing her back pain.

Whilst I wouldn't have expected RSA to install multiple layers of flooring, I would've expected it to ensure there were no gaps in the finish, due to the flooring level being different to what it was before. Our Investigator was under the impression that the gaps between the skirting and the floor had been rectified, but Mrs O says they weren't. So I intend to require RSA to deal with any gaps due to the different level of flooring, if it hasn't done so already.

I don't think it was unreasonable for Mrs O to have expected her flooring level to have been no different when the original flooring was stripped out and replaced. Equally, however, I don't consider it unreasonable for RSA to have only installed one layer of flooring when several layers were stripped out, as long as it made good any gaps, as it wouldn't have been aware at the time that this would cause Mrs O any difficulties. I can't see the level of the floor was discussed beforehand, and that's understandable, as I don't consider either party would've known it would be an issue.

I've not been provided with enough information about the difference in the flooring level, such as measurements. So I intend to require RSA to work with Mrs O to obtain measurements of the difference in flooring, and if it is significant and Mrs O can demonstrate to RSA that she was able to reach the kitchen window beforehand and now she cannot, then I'll expect RSA to rectify this issue by raising the flooring level for Mrs O. I've also considered the impact on Mrs O's health due to the flooring level being different now to the flooring before the leak.

Damage caused by the kitchen pod

RSA says the stains Mrs O has provided evidence of, following removal of the pop-up kitchen, are from normal cooking processes and can be cleaned. Mrs O says there's no amount of cleaning that will remove the stains caused by the use of the kitchen pod.

I've looked carefully at the photos and videos provided of the stains, but I've not been provided any evidence which supports either party's stance about whether or not the stains can be cleaned. So I intend to require RSA to investigate further and, if the stains cannot be cleaned, it will need to repaint or rectify any areas affected by the stains.

Photos of Mrs O and her son

It's clear that Mrs O feels strongly about the photos that were taken of her and her son without her consent. I don't think RSA's contractors acted unfairly by taking the photos in the first place, despite the fact Mrs O said she didn't realise they were being taken. I think it's unlikely that the photos were taken covertly or without her knowledge.

There are numerous photos of the property and in some of these photos, Mrs O and her son can be seen. But I think the purpose of those photos was to document the damage to the property, and not to take photos of anyone in particular – because it's clear that Mrs O and her son have only been photographed in the background.

Having said that, when Mrs O complained about this, I do think RSA had an opportunity to reassure her, and remove the offending photos from its systems, but I can't see that it's done this. So I intend to require RSA to remove any such photos from its internal systems, check that the photos haven't been sent to any person or organisation apart from this Service, confirm to Mrs O that they will not be shared, and that they have been deleted. If the photos exist in reports or other documents that can't be deleted then the offending photos should be redacted from those documents.

Standard of repair work

There were a number of issues Mrs O raised regarding the standard of the repairs. I'll deal with each of these in turn:

- Mrs O has provided photos to show the replacement door bars which weren't like for like. She says she had bought high quality wooden threshold strips and the cheaper silver version fitted by RSA came off within a week. If Mrs O is able to provide photos of her original door bars, a receipt/invoice, or any other evidence of them – to RSA, then I'll require RSA to replace these to more closely match the originals.*
- RSA says it planed the door to ensure it could move over the door bar, but Mrs O says there's a gap at the top of the door which wasn't there before. I've not seen evidence that there wasn't a gap before the claim so I'm unable to resolve this issue for Mrs O.*
- Mrs O says the upstairs bathroom silicone beading which RSA added to the boxing in and the bath panel hasn't resolved the issues to an acceptable standard. I've looked at the numerous photos provided but haven't been able to see what these areas looked like before the damage occurred. So I'm currently unable to require RSA to do anything further here.*
- Mrs O says her new bath is lower than her old one, but hasn't provided any evidence of the problem or any further details, so I'm unable to require RSA to do anything further in relation to the bath.*

- *Mrs O has referred to gaps at the edges of the new bathroom flooring and issues with the kitchen flooring. RSA says it's filled the gaps in with mould and silicon beading. As Mrs O says the issue still isn't resolved and as I'm intending to require further investigations into the kitchen flooring level as I've mentioned, RSA should also take another look at the bathroom flooring. Subject to those further investigations, I think RSA will need to also put this right and remove any remaining gaps.*
- *There's no supporting evidence to show that there are any remaining issues with the kitchen window, kitchen wall units, uneven silicon beading on the worktops, or the kitchen wall finish, so I don't intend to require RSA to do anything further about these.*
- *Mrs O has sent photographic evidence of her kitchen ceiling and I can see there's considerable water staining, mould and cracking which should be covered by the policy under this claim, as well as the fact her kitchen is regularly getting wet from the water from the ceiling. Mrs O is understandably concerned about the damage and the potential for serious further damage, so I intend to require RSA to deal with these repairs as a priority and rectify any claim-related damage to Mrs O's ceiling as a matter of extreme urgency.*
- *Mrs O has sent evidence of paint chipping from the banister. Whilst I haven't seen evidence of the banister before the damage occurred, Mrs O has provided sufficient details of the problem, and explains it was caused by the contractors failing to remove the old paint before painting the banister. She says no one used the banister before it was dry. I consider her testimony reliable, consistent and persuasive. So I currently intend to require RSA to rectify the issue with the banister.*
- *Mrs O says there's an issue with gaps in the hallway. RSA says some gaps were present prior to the damage occurring. I've seen insufficient supporting evidence of any problems in this area so I'm unable to require RSA to rectify this issue.*
- *There's reference to a loose radiator, which RSA says wasn't removed and was previously loose. Mrs O isn't sure which radiator is being referred to, but as I've no further evidence that RSA caused the issue with this radiator, as it says it didn't remove it, I'm unable to require it to do anything further here.*
- *RSA says the tiles had to be cut to fit around the pipe in the kitchen, but Mrs O is unhappy with the finish. I've not seen sufficient evidence of what this area looked like before the damage, so I'm unfortunately unable to require RSA to rectify this issue for Mrs O.*
- *Mrs O says her boiler has been left at risk. But it's unclear what she means by this. RSA has said there was no claim-related damage to the boiler and no work was carried out on it. It said Mrs O wanted her boiler boxed in, but this would've been betterment as it wasn't boxed in before the claim. I accept what RSA has said about this as there's no evidence to support the assertion that the boiler is no longer safe.*
- *Mrs O has said her radiator has been positioned too close to her oven unit. I've seen the photos of this and the photos showing what it was like before the replacement. I agree with Mrs O that this isn't a suitable positioning, so I intend to require RSA to replace the kitchen radiator with a slimmer version.*
- *Mrs O has expressed her agreement to an independent clerk of works or independent contractor inspecting the work and issuing a report into any outstanding issues and examples of poor workmanship. If any further disputes arise, Mrs O*

should obtain an independent report at her own cost, and – if this report shows there are still outstanding claim-related issues or examples of poor workmanship – then RSA should reimburse Mrs O for the cost of the report (with interest) and take forward any issues identified in the report to put things right.

Compensation for distress and inconvenience

In its final response letter, RSA offered £450 compensation and, as I'm considering a period of around seven months in this decision, I'd usually consider this a reasonable level of compensation in circumstances similar to these, where disruption, frustration and inconvenience has been caused over several months. But I'm not satisfied RSA has considered the full impact of its actions on Mrs O and her son – bearing in mind the number of outstanding issues and her son's vulnerabilities.

Mrs O's son has autism and she's told us that even a minor change in his routine impacts him considerably, so I'm persuaded that the avoidable delays in the claim have caused Mrs O and her family significant distress and inconvenience for which she should be compensated further.

I've also considered how Mrs O has felt about the photos that were taken of her and her vulnerable son, and I think this has also contributed to the overall distress she's experienced. I've also noted that issues such as the cooker hood and several other areas of the property weren't resolved as they were supposed to be, and that the confusion over the disposal of Mrs O's original kitchen units was caused by contractors telling her one thing and RSA telling her another, as I've mentioned. I think this has all compounded the stress Mrs O has experienced, during what has already been a difficult time for her family.

So, in the circumstances, as I can't see RSA has taken into account Mrs O's son's vulnerabilities, and how its actions have impacted Mrs O, I currently consider £1,500 to be a fair amount of compensation for the ongoing problems, the overall handling of the claim and for the distress Mrs O has suffered as a result."

Responses to my provisional decision

Both parties responded to my provisional decision.

RSA said it accepted my findings and had nothing further to add. It said if Mrs O accepted then it would progress the directions I'd made.

Mrs O sent in a number of submissions and resubmit some evidence she'd already sent us previously, as well as sending some additional evidence. She said, in summary:

- It is a fact that her kitchen units were replaced with inferior ones and that she was given no choice as to a replacement.
- There were more than just food spatter marks when the pop-up kitchen was taken away.
- She will not trust RSA to carry out any more work at her home.
- Her original units were not water damaged when RSA took them away.
- There is still outstanding work to be done including dealing with loose wires and moving electrical sockets to their original places.
- She will be looking into employing an independent clerk of works or independent contractor to inspect the poor work and issue a report.

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 RSA accepted my findings in full, and I didn't receive any evidence from either party that would change my view of this complaint, my final decision is that I uphold this complaint in line with my provisional findings, which now form part of this final decision.

I appreciate Mrs O doesn't agree with my provisional findings, but she's been unable to evidence various things, such as not having a choice in what her new kitchen would look like. There's a clear dispute about this and the evidence from both parties is contradictory, so I'm not satisfied I can safely conclude that Mrs O was given no choice about the new units. The claim notes clearly show the Howdens representative attended her home and following this, the kitchen choices and layout were made. It's not clear how they were made or who made them, but Mrs O says she didn't make the choices and RSA says she did.

An email dated 26 July 2024 from Mrs O says *"During Francisca (kitchen design consultant) visit to my property on Monday 22/07/24, we discussed in detailed on the design of my kitchen. She took few pictures I have on my phone of my kitchen and informed me that she would complete the design and sent to you by Tuesday"*.

The kitchen design consultant also said, in an email to RSA: *"The colours we do closest to what she had are slate grey, which is in the images, or charcoal. I have tried to design the layout the best I can from what we discussed at the survey but she isn't 100% sure what it was like. I did ask her if she had any old images of her kitchen design or the invoice from the kitchen company she purchased it from but she couldn't find any at the time. If possible could you try and see if she can get those for me so I can ensure she has the same quality as before. She mentioned she purchased the appliances from Currys so maybe if she can get the order details from there also that would help."*

In contrast to the above, Mrs O has said in an email to RSA *"She never said that she needed more information about my original kitchen layout as this was discussed with her."*

Given that the notes from the kitchen representative are contemporaneous and were in the claim record from the time, I can't disregard them. So I think it's likely enough information was taken regarding Mrs O's preferences, but I appreciate that once installed, it didn't look the way Mrs O wanted it to. But that doesn't mean RSA acted unfairly.

There are other issues Mrs O has come back to me about, such as the marks caused by the kitchen pod. But I've already asked RSA to investigate these and if they can't be cleaned, RSA will need to rectify this issue.

Overall, I'm only able to find in Mrs O's favour where I've seen sufficient evidence of RSA's errors. So I'm afraid I won't be changing my decision in relation to any areas where I've not seen sufficient supporting evidence.

So, I consider the best way forward is for Mrs O to obtain a report into any other issues she's unhappy with, as she's suggested, and put that report to RSA for its comments. If RSA doesn't agree with the findings of the independent contractor, and Mrs O remains unhappy with its response, she will be free to raise a further complaint.

I hope this decision will help the parties move forward so that major improvements can be made as soon as possible to the property. I appreciate how much this situation has affected and continues to affect Mrs O and her family's enjoyment of their home. So I'd like to

reassure Mrs O that if she accepts my decision, RSA will need to take steps to carry out my directions within four weeks of that acceptance.

As Mrs O has said she doesn't trust RSA to carry out any further work, it will be for Mrs O and RSA to discuss a suitable way forward. This service cannot be involved in those discussions. If RSA wishes to issue a cash settlement to Mrs O once it's investigated everything, then that's up to RSA. If Mrs O wants to allow RSA to carry out the work, then she may do so and she'll be able to raise a further complaint if the work isn't satisfactory – which she won't be able to do via this service, if she employs her own contractor to carry out the work (if RSA chooses to cash settle). Ultimately it is for RSA to decide if it wants to offer both options to Mrs O or not. I'm not going to compel it to offer a cash settlement as I think it should be given the opportunity to put things right for Mrs O and it's already accepted it needs to do that.

Putting things right

INTACT INSURANCE UK LIMITED trading as RSA Insurance should:

- Deal with the kitchen ceiling repairs as a priority and rectify any claim-related damage to Mrs O's ceiling as a matter of extreme urgency.
- Rectify any issues with gaps in the kitchen flooring due to the difference in the flooring level.
- Subject to further investigations into the bathroom flooring, rectify and remove any remaining gaps.
- Rectify the paint issues with the banister.
- Replace the kitchen radiator with a slimmer version.
- Liaise with Mrs O to obtain measurements of the difference in flooring, and if the difference is significant and Mrs O can demonstrate to RSA that she was able to reach the kitchen window beforehand and now she cannot, then rectify the issue by carrying out further work to raise the flooring level for Mrs O.
- Investigate the damage caused by the kitchen pod and, if the stains cannot be cleaned, repaint or rectify any areas affected by the stains.
- Subject to Mrs O providing photos of her original wooden door bars, a receipt/invoice, or any other evidence of them, replace these to more closely match the originals.
- Replace and refit the cooker hood on a like-for-like basis as agreed.
- Remove any photos of Mrs O or her son from its internal systems, (redacting these from any reports they cannot be removed from), check that the photos haven't been sent to any person or organisation apart from this Service, and confirm to Mrs O that they will not be shared, and that they have been deleted.
- Pay Mrs O £1,500 compensation for distress and inconvenience.
- If Mrs O obtains an independent report at her own cost, and – if this report shows there are still outstanding claim-related issues or examples of poor workmanship – then it should reimburse Mrs O for the cost of the report (with interest at a rate of 8%

simple per annum from the date Mrs O paid for the report until the date RSA reimburses her). RSA should then take forward any issues identified in the report to put things right for Mrs O.

My final decision

My final decision is that I uphold this complaint and I direct INTACT INSURANCE UK LIMITED trading as RSA Insurance to put things right for Mrs O as I've set out above. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 5 January 2026.

Ifrah Malik
Ombudsman