

complaint

Mr H is unhappy with Royal & Sun Alliance Insurance Plc (RSA)'s handling of his and his wife's claim for a new kitchen following a fire in their home.

RSA employed a surveyor to assess the damage and a contractor to fit the new kitchen. Both these third parties were working on behalf of RSA and so I've referred to RSA throughout this decision.

background

I issued my provisional decision in September 2015. I've attached a copy to this decision. I explained I had carefully considered all of the available evidence and arguments from the outset, in order to decide what was fair and reasonable in the circumstances. I had also taken into account relevant regulatory rules as well as the law and good industry practice at the time the policy was sold.

Having done so, I was minded to uphold the complaint. This was because I thought RSA hadn't provided Mr and Mrs H with a kitchen of similar quality to the original kitchen they lost in the fire. So I explained I intended to ask RSA to put things right.

Mr H has accepted my provisional decision. RSA has made a number of points of response, which I will discuss below. The deadline for further submissions has now passed.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

RSA has responded to my provisional decision, reiterating points it has made previously about the likely cause of damage to the laminate cupboard doors which were fitted and then replaced.

However, in my provisional decision I found that Mr and Mrs H should have been offered a solid wood kitchen of similar quality to their original kitchen when they first made their claim after the fire, and that the difference in quality between this and a laminate kitchen should have been made clear to them. I don't think it's likely that RSA did this, and I think Mr and Mrs H would've chosen a solid wood kitchen if they'd been given the option to make an informed choice.

The subsequent cause of damage to the laminate kitchen that was fitted and then replaced doesn't impact on this finding. So I still think Mr H and Mrs H lost out because of what RSA did wrong.

Neither party has provided any further evidence or submissions in response to my provisional decision and so, having reconsidered the complaint again in its entirety, I have reached the same decision as before, and for the same reasons.

my final decision

My final decision is that I uphold Mr H's complaint. Royal & Sun Alliance Insurance Plc should arrange (or pay Mr H a sufficient cash sum for him to arrange) for the kitchen to be

updated or replaced, as necessary, to make it a similar quality to the original kitchen that was lost in the fire. RSA should also pay Mr H £100 compensation for the trouble and upset caused by its handling of the complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H to accept or reject my decision before 13 November 2015.

Clair Bantin
ombudsman

copy of provisional decision

complaint

Mr H is unhappy with Royal & Sun Alliance Insurance Plc (RSA)'s handling of his and his late wife's claim for a new kitchen following a fire in their home.

RSA employed a surveyor to assess the damage and a contractor to fit the new kitchen. Both these third parties were working on behalf of RSA and so I've referred to RSA throughout this decision.

Background

Mr and Mrs H's home was damaged by fire in August 2010. They made a claim under their buildings insurance and, amongst other repairs, RSA paid for the supply and installation of a new kitchen.

There's a dispute about how the new kitchen was chosen. Mr and Mrs H have said they were told to choose a kitchen from one supplier only, whereas RSA say they were given a choice of two suppliers. In any case, Mr and Mrs H selected their kitchen from the range of options presented to them and it was installed.

A short time later, while the claim was still ongoing, Mrs H contacted RSA to complain that the laminate on her kitchen doors was peeling away. She also expressed concerns that the new kitchen was made of man-made materials, and wasn't as good quality as the original kitchen, which was made from solid wood.

RSA arranged for the kitchen doors to be replaced with new laminate doors, which were provided free of charge from the supplier. The same problem occurred in August 2012, but RSA were unwilling to resolve the problem a second time. I understand Mrs H then tried to resolve the matter directly with the kitchen supplier, but was unsuccessful.

Mrs H contacted RSA again in July 2014, but RSA said that any problems with the quality of the kitchen were the responsibility of the supplier. Mr and Mrs H felt this was unfair and referred the matter to us.

Our adjudicator said that, given how recently the kitchen was replaced, its current condition and history of problems since installation showed that RSA didn't provide Mr and Mrs H with a kitchen that was fit for purpose. He also said that, even without these problems, Mr and Mrs H's new kitchen wasn't of the same quality as their previous solid wood kitchen. So he asked RSA to resolve the matter by replacing their kitchen (in part, or entirely, as necessary) to make it the same quality as their original kitchen. He also awarded Mr and Mrs H £100 in recognition of the trouble and upset they'd experienced throughout the claim and complaint.

RSA didn't agree and so the complaint has been passed to me. This is the final stage of our process.

my provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having taken everything into account, I agree with the adjudicator that this complaint should be upheld, but for slightly different reasons.

Mr and Mrs H have consistently said that their original kitchen was made from solid wood. It looks like RSA has accepted this in the various documents it has provided. I've looked at the surveyor's report following the fire, as well as all the other evidence available in this case, and I haven't seen anything to contradict this. So I think Mr and Mrs H's original kitchen most probably was made from solid wood.

Given this, I think Mr and Mrs H should have been offered a solid wood kitchen of similar quality to their original kitchen when they first made their claim after the fire. Even if RSA wasn't aware that Mr and Mrs H's original kitchen was made of solid wood, I think RSA should have asked the relevant questions to establish this.

I don't know whether a solid wood kitchen was amongst the replacements Mr and Mrs H were offered. But, even if it was, I think RSA should have made the difference in quality between the solid wood and laminate kitchens on offer clear to Mr and Mrs H before they made their choice.

Having looked at all the evidence, I don't think it's likely that RSA did this. And I think Mr and Mrs H would've chosen a solid wood kitchen if they'd had the choice and understood the difference. So I think Mr H and Mrs H lost out because of what RSA did wrong.

So, I intend to ask RSA to arrange (or pay Mr H a sufficient cash sum for him to arrange) for the kitchen to be updated or replaced, as necessary, to make it a similar quality to the original kitchen that was lost in the fire. I also intend to ask RSA to pay Mr H £100 compensation for the trouble and upset caused by its handling of the complaint

my provisional decision

For the reasons I've explained, I intend to uphold Mr H's complaint and make an award against Royal & Sun Alliance Insurance Plc as set out above.

If either Mr H or RSA has anything else they'd like me to think about before making a final decision, they should let me know in writing within one month.

Clair Bantin
ombudsman