

complaint

Miss M is unhappy that Ageas Insurance Limited won't pay towards the cost of undamaged units in her kitchen, following her home insurance claim for water damage.

background

In February 2019 Miss M made a claim to Ageas in respect of damage caused by a leak in her kitchen. Ageas accepted the claim and appointed contractors to carry out the necessary repairs to the flooring and kitchen units. The contractors gave Miss M a list of suppliers and she attempted to find a matching design and colour for the units to be replaced. She was told it was for her to decide. She advised the contractors that she'd been unable to match the existing units. They referred her back to Ageas who pointed out that there was no cover for undamaged parts of a set in the policy. It offered to pay a cash settlement, but Miss M opted to have a different design for the panels, doors and drawers. She paid in full for the undamaged replacement parts.

Miss M complained to Ageas but it pointed out the condition in the policy regarding undamaged parts of a set and reiterated that there was no cover for those parts.

On referral to this service our investigator ultimately thought that as Ageas hadn't taken steps to find a suitable match, it should pay 50% of the cost of the undamaged parts of the units which had to be replaced.

Ageas objected, pointing out again the condition in the policy concerning undamaged parts of a set.

The matter has been referred to me for further consideration.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Ageas has pointed out the following condition in its policy which says:

"Matching Sets

As with most insurers, each separate item of a matching set of furniture, sanitary fittings, soft furnishings or other fixtures and fittings is regarded as a single item.

We will only pay for lost or damaged items and not for the cost of replacing, recovering or remodelling undamaged pieces or pieces which have not been lost or damaged."

That does, I think, set out the general position in most home insurance policies i.e. that the cover is generally provided for individual damaged items. That is unless the policy specifically provides cover for matching sets. But that doesn't mean necessarily that it is fair to apply it. Miss M would have been left with a kitchen that didn't match, in part. I also understand from Ageas that it does offer policies that give cover for undamaged matching items in full or in part, but not Miss M's policy which is a branded one. I've seen no indication that Miss M was informed about the availability of such cover, although on the other hand I don't know whether she would've been willing to pay the additional premium.

In these sorts of circumstances we usually expect insurers to take steps to provide a matching replacement. In this case Miss M was simply given a list of suppliers and left to find matching items herself. The contractors didn't, for example, offer her the services of a specialist company. Indeed in other policies Ageas has, the wording is:

"If an item that's part of a matching set or suite is damaged, we'll aim to repair it or provide an identical replacement."

I note that Ageas sent us some photos from trade websites which shows panels or plinths in a similar design to Miss M's old kitchen. But I don't think those photos show that a match could have been supplied. I think it reasonable to accept Miss M's evidence that she visited those suppliers herself so would have seen the colour/design in situ.

So as Ageas couldn't supply a match for the damaged items to the other undamaged parts of the kitchen, I don't think it's fair for it to decline to pay towards any replacement of the undamaged parts.

Our normal approach in such cases would be to require the insurer to pay compensation, of up to 50% of the undamaged parts of the set. The kitchen is quite small, albeit with a run of base units and wall cupboards on three sides. I understand the cost to Miss M was £1,400. I think in the circumstances of this case, taking into account the size of the kitchen and the cost, Ageas should pay to Miss M 50% of the cost of the undamaged items she had to pay for.

my final decision

I uphold the complaint and require Ageas Insurance Limited to pay to Miss M 50% of the cost she had to pay for the undamaged parts of her kitchen units replaced as a result of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 21 June 2020.

Ray Lawley
ombudsman