

## **complaint**

Mrs L is unhappy with the settlement offered by U K Insurance Limited for the water damage to her kitchen.

## **background**

In January 2011 Mrs L suffered water damage to her kitchen following an escape of water from her washing machine. Her claim was accepted by UKI. It agreed to pay for the damaged floor and for the water damaged units and 50% towards the cost of the undamaged ones. Mrs L was unhappy with the settlement offered. Following our involvement UKI has advised that it is able to provide bespoke base units that will be very close to the original but cannot guarantee an exact match. It has said that it will also pay for the replacement of any damaged plinths and has offered to pay 50% towards any undamaged plinths or external trims (including end panels) that need to be replaced to ensure that they match externally.

UKI set out a full list of repairs it was willing to undertake in its letter to Mrs L of 11 August 2011. Save for three items which Mrs L has stated are no longer necessary and with confirmation from UKI that the laminate flooring included the dining room, I understand that these repairs are agreed. Mrs L has indicated that the concrete floor needs repair which UKI has agreed for its loss adjuster to review before it includes this.

Our adjudicator considered the offer to be reasonable as it provided Mrs L with matching units externally. He did not consider it reasonable for UKI pay for the full replacement costs of items that are not damaged as undamaged items are not covered by your policy.

Mrs L was dissatisfied with this outcome. She believed that she should receive a settlement of the full cost of the kitchen and pointed out that her policy did not have a matching suite or set clause in it. If the bespoke unit matched she would have no problem with that but would need to see a sample of the materials first. As the parties could not fully agree the matter has been passed to me for review.

## **my findings**

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

I have considered Mrs L's submissions, but I have to advise her that this service's approach to matching units/sets has been accurately set out to her by the adjudicator. Apart from the repairs (which I understand are essentially agreed), UKI has agreed to have a bespoke unit made to match the damaged one and to pay 50% towards the cost of any undamaged plinths, trims and end panels that need to be replaced to ensure an external match.

I appreciate that matching sets are not specifically mentioned in her policy. However Mrs L's insurance only actually covers damaged items. Therefore if an item such as a kitchen unit can be replaced without damaging the other units, under the strict terms of the policy that is all the insurer needs to do. Recognising that can be unfair, our approach is that the insurer should pay for 50% of the undamaged items of the 'set'. However we also recognise that a practical approach in individual cases should be used. Thus where the external trim, plinths etc can be replaced, especially where, as in this case, only a small part of the kitchen units are damaged, it would not be reasonable to expect UKI to pay towards all the internal parts

of the units even if they did not fully match. If UKI is able to have a unit made that is a good match then that would in my view, be a fair solution.

I appreciate that it is often difficult to get an exact match, but overall I consider that the offer negotiated by the adjudicator is fair and reasonable.

**my final decision**

My final decision is that I uphold the complaint. I direct U K Insurance Limited to:

- arrange to have the repairs set out in its letter of 11 August 2011, including the laminate flooring throughout the kitchen and dining room to be carried out, save for those agreed by Mrs L to be no longer necessary.
- consider the claim for the damage to the concrete floor.
- pay the full cost of any damaged plinths and pay 50% towards the cost of any undamaged plinths, trims and end panels that need to be replaced to ensure an external match.
- pay 8% per annum interest on any cash payments from the date of loss to the date of payment.

Ray Lawley  
**ombudsman**