

## The complaint

Mrs S has complained about how Royal & Sun Alliance Insurance Limited (RSA) dealt with a claim under her home insurance policy.

Mrs S is represented by Mr C, who I will normally refer to, as he mainly dealt with the claim.

## What happened

Mrs S made a claim for an escape of water at her home. When RSA carried out works in the kitchen to deal with the damage, Mr C was unhappy with some of the repairs. So, he contacted RSA to complain.

When RSA replied, it said its contractors had made some changes at Mr C's request to the height of the cooker and to how the worktops were joined. It said it wouldn't pay any more disturbance allowance as the property was habitable. However, it accepted its service could have been better, for which it offered £100 compensation. It had also looked at whether it was responsible for damage to the cooker lid. RSA said there was no evidence to confirm how the cooker was damaged and whether it was the result of wear and tear or caused when the contractors moved it. It offered £278, which was a 50% contribution towards the cost of a new cooker.

Mr C complained to this service. Our investigator said RSA didn't need to do anything further as it had dealt with each of the issues reasonably.

As Mr C didn't agree, the complaint was referred to me.

I issued my provisional decision on 16 May 2022. In my provisional decision, I explained the reasons why I was planning to uphold this complaint in part. I said:

*When an insurer deals with a claim, it should put the policyholder back in the position they were in immediately before the claim. When the repairs were being carried out to the kitchen, Mr C asked for some changes to be made that he is now unhappy with. I asked RSA to confirm whether the contractor had the authority to change how the repairs were completed, but didn't receive a response on this point. I also asked RSA to confirm whether the changes were safe, but it didn't respond to this either.*

*Although I accept the contractor seems to have made the alterations as a gesture of goodwill, they were variations to the works required to settle the claim. So, in my view, those repairs needed to be lasting and effective, as would any other repairs carried out to settle a claim.*

*There are a number of items Mr C complained about. First, was that the cooker was damaged during the works. I haven't seen anything to show the condition of the cooker before the works were carried out or that the contractors were responsible for damaging it. RSA offered to pay half the cost of a new cooker. In the circumstances, I think that was reasonable and I don't currently intend to require it to pay anything further towards the cost of the cooker.*

*Mrs S received a disturbance allowance while her home was uninhabitable due to a lack of cooking facilities. RSA stopped paying the allowance when the cooker was reinstalled. As Mr C was concerned about the damage to the cooker, he said Mrs S should continue to be paid the disturbance allowance, as he had concerns for her safety. However, looking at what cooking facilities were available to Mrs S, she still seemed to have access to the oven and a microwave. So, I'm currently satisfied Mrs S still had access to cooking facilities and that it was reasonable for RSA to stop paying the disturbance allowance when it did.*

*Mr C also complained about the quality of some of the workmanship. He said the worktops had been installed at the wrong height, which meant the laminated edges could be exposed to the flames from the gas hob. He said the oven and worktops should be the same level. He also said the worktops were installed without a joining bar and were butt jointed and colour filled. Mr C has said the work wasn't carried out correctly. RSA said this was done at Mr C's request and that it can fit a joining bar, as this was how the worktops were originally fitted. But Mr C has rejected this. Mr C has also provided a photo that shows some kind of compound in the joints that seemed to be crumbling. I'm aware the contractor visited and has said it didn't see any issues with the joints during its visits. Mr C was also unhappy about the box which had been fitted under the oven at his request to raise the height of it.*

*Based on what I've seen, I think the works require further inspection to identify whether they were carried out correctly and that the repairs were lasting and effective. So, I currently intend to say that RSA should send a kitchen fitter to assess the works. RSA must ensure the kitchen fitter hasn't previously worked on this kitchen before as part of the claim and doesn't work for the company that carried out the kitchen repairs. Both parties should provide the kitchen fitter with evidence to help with the assessment. Although I don't intend to require the kitchen fitter to carry out their assessment in a specific way, they might wish to take into account relevant industry or manufacturer guidelines and the condition and layout of the kitchen immediately before the claim.*

*The kitchen fitter should inspect the kitchen as follows:*

- Confirm whether the kitchen worktops are at an appropriate height.*
- Confirm whether the kitchen worktops have been correctly fitted.*
- Confirm whether there are any issues with the worktop joints, including with the compound.*
- If the original cooker is still on the platform installed by the fitters, confirm it has been safely installed, in particular its alignment with the worktop. However, if the cooker has now been changed and/ or it is no longer on a box, the fitter doesn't need to assess this.*

*The kitchen fitter should provide both parties with their findings. If the kitchen fitter identifies any issues with these items that were down to the works carried out by RSA, the fitter must identify what action needs to be taken to restore Mrs S to the position she was in immediately before the claim. Any decision by the kitchen fitter will be binding on both parties. RSA must pay for the kitchen fitter's visit and any works that need to be carried out to bring the claim to a close.*

*I've also thought about compensation. RSA has already offered Mrs S £100 compensation because of the issues with how the claim was handled. Based on everything I've currently seen, I think that amount was reasonable and I don't intend to require RSA to pay any further compensation.*

*I asked both parties to send me any more information or evidence they wanted me to look at by 13 June 2022.*

Mr C replied and explained again Mrs S's age and the impact of what happened during the claim. He also said RSA didn't raise the oven as a gesture of good will but to cover up its mistake because it installed the kitchen worktops too high. Mr C confirmed Mrs S had a microwave, but said this was just to heat microwave dinners. Mrs S couldn't boil an egg or fry a breakfast. Mr C said RSA had offered to move Mrs S to a B&B during the claim, but she didn't think it would be safe, which was why Mr C had housed her. Mr C said he had been offered a £10 a day inconvenience payment, which he had accepted, plus RSA had paid Mrs S a small amount of compensation.

Mr C explained how he thought the cooker had been damaged by RSA. He also said RSA had been provided with the same photos as were provided to this service and I had drawn the same conclusions as Mr C about the works. RSA had also initially declined to deal with Mr C until proof was provided that he could act on her behalf.

RSA didn't reply.

### **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.

Having done so, I've decided to uphold this complaint in part and for the reasons previously given. As part of that, I've considered the additional comments from Mr C but I'm not persuaded that these change my decision about how this complaint should be resolved. I remain of the view that a kitchen fitter should assess the works and that the compensation already offered by RSA was appropriate.

### **Putting things right**

RSA should appoint and pay for a kitchen fitter. The kitchen fitter should confirm whether the kitchen worktops are at an appropriate height and correctly fitted and whether there are any issues with the worktop joints. If the original cooker is still on the platform, the kitchen fitter should confirm if this is safe. RSA should pay for any works that the kitchen fitter identifies need to be carried out as part of the claim.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that I uphold this complaint in part. I require Royal & Sun Alliance Insurance Limited to:

- Appoint a kitchen fitter to identify any issues that were down to the works carried out by RSA by:
  - Confirming whether the kitchen worktops are at an appropriate height.
  - Confirming whether the kitchen worktops have been correctly fitted.
  - Confirming whether there are any issues with the worktop joints, including with the compound.
  - If the original cooker is still on the platform installed by the fitters, confirming it has been safely installed, in particular its alignment with the worktop. However, if the cooker has now been changed and/ or it is no longer on a box, the fitter doesn't need to assess this.
- Pay the cost of the kitchen fitter's visit and, if the fitter identifies that any further works need to be carried out on the above items as part of the claim, pay for those works. Both parties will be bound by the kitchen fitter's findings.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 12 July 2022.

Louise O'Sullivan  
**Ombudsman**