

complaint

Mr and Mrs D complain that Royal & Sun Alliance Insurance Plc has acted unreasonably when settling a claim on their home insurance.

background

RSA carried out various repairs to damage in Mr and Mrs D's kitchen. During the repairs some wooden kitchen unit doors were left outside and became more badly damaged.

RSA arranged for the doors to be repaired by a French polisher. When the work had been completed Mr and Mrs D were unhappy with the standard of the work. They said that the repaired doors were noticeably darker than the original remaining doors and didn't match.

Following discussion with Mr and Mrs D and in recognition that the doors had been left outside, RSA offered to replace all of the kitchen unit doors so that they would match. But following further discussions with its French polisher RSA withdrew its offer of replacement. With its final response RSA sent Mr and Mrs D £1,200 to cover the cost of French polishing all of the doors, plinths and woodwork to match in the original colour.

Mr and Mrs D aren't happy and want RSA to stand by its offer to replace all of the doors. RSA says that as Mr and Mrs D hadn't formally accepted its offer of replacement it has the right to withdraw the offer. RSA says that if the second attempt to French polish the doors isn't successful it will then consider replacement.

There were a number of issues which arose during the repairs including these doors. In recognition of the distress and inconvenience Mr and Mrs D had experienced RSA paid them £350 in compensation.

Our adjudicator thought that Mr and Mrs D's complaint should be upheld. He thought that RSA should stand by its offer to replace all of the doors. He also thought that RSA should pay Mr and Mrs D a further £150 compensation for the trouble and upset this had caused them.

RSA said that it still thought its offer was fair and reasonable.

my findings

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

Mr and Mrs D had a number of issues with the standard of work carried out during the kitchen repairs. But in this complaint I am only considering the repair or replacement of the unit doors.

Both parties have provided evidence about the repairs to the damaged doors. There is some disagreement about the quality of the work but it is accepted that the colour match to the original units isn't good enough.

I recognise that an insurer will often choose to repair an item if possible rather than replace it. But in this case an attempt at repair has been made and the results are unsatisfactory.

Given their experience I can fully understand why Mr and Mrs D don't want a further effort to match the colours.

I also recognise that if a policy holder rejects an offer the insurer can withdraw it. But in this case the offer wasn't declined. Mr and Mrs D hadn't formally written to accept it, but they were still in discussions with RSA about these and other issues.

As RSA has already made an attempt to repair the doors and as it previously made an offer of replacement, I think that it should now agree to replace the kitchen unit doors so that they all match.

Having reviewed the records of communication between Mr and Mrs D and RSA I think that RSA did try to work constructively to resolve the problems which arose. But it has already acknowledged the distress and inconvenience that was caused and paid them £350 compensation. Given the additional delays and the trouble and upset caused to Mr and Mrs D by RSA's decision to withdraw its offer, I agree with the adjudicator that payment of a further £150 compensation is appropriate.

my final decision

My final decision is to uphold Mr and Mrs D's complaint. I require RSA to pay for the replacement of matching unit doors, plinths and trims, and to pay Mr and Mrs D a further £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs D to accept or reject my decision before 18 March 2016.

John Thornton
ombudsman