

## **The complaint**

Mr H complains about the way Integra Insurance Solutions Limited (“Integra”) handled a claim he made under his home insurance policy, following a fire.

Any reference to Integra in this decision includes its appointed agents and representatives.

## **What happened**

In August 2023, there was a fire at Mr H’s property. He contacted Integra to make a claim under the buildings and contents insurance policy he held with it. The claim was accepted and Mr H moved into temporary accommodation whilst remedial works were carried out.

In January 2024, Mr H made a complaint expressing his dissatisfaction with how Integra was handling the claim. He said, in summary, that reimbursements had been delayed, that Integra’s proposal for the roof didn’t provide him with the same loft storage space he’d had before the fire, that Integra had refused to pay out on any items worth over £1,500 which hadn’t been specified, that the product was of poor value and the policy terms were unclear, that Integra had unfairly considered a permanently-wired EV charger to be contents and not part of the building, and that the entire claims process had caused Mr H additional stress.

In its response to the complaint, Integra accepted there had been delays in sending Mr H payments and that one payment had been overlooked altogether. It apologised for this and also accepted that the EV charger should’ve been considered under the buildings section of the policy, not as contents.

Integra said that although items worth over £1,500 – but not specified and itemised in the policy schedule – looked like they were excluded under the policy, the exclusion was unusual and so it would be reconsidering this aspect of the claim.

It said it couldn’t comment on how the policy was sold to Mr H, but that it was satisfied it had correctly applied the overall contents limit of £75,000 and the overall alternative accommodation limit of £100,000.

Mr H didn’t accept Integra’s response, so he referred his complaint to this service. Our Investigator considered it and thought it should be upheld. She said Integra hadn’t interpreted the policy fairly and there had been instances of poor communication and delays, so she recommended Integra pay Mr H £550 compensation in recognition of this.

Integra didn’t agree with our Investigator’s recommendations and both parties provided additional comments, so the complaint has now come to me to decide.

## **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.

As this is an informal service, I’m not going to respond here to every point or piece of evidence Mr H and Integra have provided. Instead, I’ve focused on those I consider to be

key or central to the issues in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I'm upholding this complaint. I'll explain why.

#### *Integra's overall handling of the claim*

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, provide reasonable guidance to help a policyholder make a claim, give appropriate information on its progress, and not unreasonably reject a claim. They should also settle claims promptly once settlement terms are agreed. I've kept this in mind while considering this complaint, together with what I consider to be fair and reasonable in all the circumstances.

I've noted from the timelines and correspondence provided that there were instances where Integra didn't provide updates for a considerable length of time, despite repeated requests from Mr H. It also accepts that it missed payments that were due which caused Mr H significant financial pressure. Whilst Integra has said it doesn't agree with the level of overall compensation, and says that at times it reached an impasse with Mr H on certain matters which affected the progress of the claim, this doesn't explain why Mr H was chasing for promised payments on several occasions, having been told the payment would be with him imminently each time. I also can't see that a fair amount of progress was made on the claim after January 2024.

Principle 12 of the Consumer Duty sets out that firms must act to deliver good outcomes for customers. The rules also state that firms must avoid causing foreseeable harm. I don't think Integra always acted in line with the principles of the Consumer Duty. For example, it was made known to Integra as early as 7 September that Mr H had to sign a rental agreement and pay a deposit and a large amount of rent upfront. But it wasn't until 26 October that Mr H received the funds. This was despite Mr H repeatedly asking for updates and being told the funds would be with him within a few days. I've read Integra's comments about what was happening behind the scenes which caused delays, but Mr H made it clear that he could lose the rental property as a result which was causing him extreme stress. So I think Integra could've expedited matters to ensure that any foreseeable harm was avoided.

Mr H says the level of compensation recommended seems too low considering the unnecessary stress that he experienced due to the lack of contact from Integra, despite repeated requests. I can understand why Mr H feels the compensation is too low and it's often difficult to put a figure on the stress that a situation like this has caused. Mr H says the poor service caused him severe mental anguish, as the time spent chasing Integra to take action affected his work and his earnings. I don't doubt this, and I can appreciate how difficult a time this has been for Mr H. But I must also bear in mind that the fire itself and the damage and destruction this resulted in, would inevitably cause significant distress and disruption to daily life. So I've awarded compensation in line with what I consider to have been additional stress and inconvenience caused by Integra's handling of the claim and not the overall impact the situation had on Mr H.

Mr H can look at our website for examples of how we make awards for distress and inconvenience. And in this case, I agree that Integra's lack of responsiveness caused considerable upset and worry. And, as I've explained, I think its handling of the claim could've been better. So I think an award in the region of £550 is fair and reasonable in the circumstances. An award of this amount reflects the fact that the impact of Integra's actions lasted several months, resulting in significant inconvenience which required a lot of extra effort on Mr H's part to sort out.

#### *The EV charger and the single article limit of £1,500 for contents*

Integra has said that whilst it adhered to the policy wording in relation to the exclusion of items over £1,500 which weren't specified, it didn't feel this was consistent with other policies, nor was it the overall intention of the policy, so it agreed to overturn its decision to apply the single article limit to any items not specified.

It also said in relation to the EV charger that it had agreed to include this under buildings and not contents.

I think this is a fair outcome, so I won't comment on these points further – except to clarify that these are included in the section below entitled *"Putting things right"* when I refer to actions Integra has already agreed to take.

#### *Overall limit of £75,000 for contents*

Mr H has disputed Integra's application of the £75,000 limit for all his contents, saying that this isn't what the policy provides for. Integra says the policy limit is the overall amount of cover and that a policyholder cannot expect to have more than this covered in the event of a claim. Whilst I understand Integra's position, I've also considered the following policy term:

*"Your insurer will cover your contents up to the sum insured shown in your policy schedule for any one claim under contents sections 1-7, 9, 12 and 25... In addition your insurer will pay any amounts due under contents sections 8, 10, 11 and 13-24 up to the limits shown in the policy summary."*

Items under sections 8, 10, 11 and 13-24 include things like alternative accommodation, credit card liability, fatal accident and tenant, occupier and public liability. These wouldn't ordinarily meet the definition of "contents", so I'm satisfied those items and others on the list shouldn't be included within the overall contents sum insured. I also think a reasonable interpretation of the term "in addition" in this specific context could be "as well as", "extra" or "surplus". So I don't agree with Integra's interpretation – which means I consider some of the items Mr H has complained about, including garden contents, plants, and frozen and refrigerated food should be covered outside the £75,000 limit, and up to any inner specified limit.

I agree that the business equipment and specified speakers are contents, as these would ordinarily be considered as such and aren't specifically mentioned in the sections referred to above. So these should be considered within the overall sum insured, and up to any inner policy limits relating to those items.

#### *Roof design*

I've considered what both parties have said about the proposed roof design. Mr H is concerned that the proposal doesn't provide the same amount of loft storage as he had previously and that it's a cheaper option. Integra has said the selection of roof trusses was not down to cost, but that it eliminates the need for beams and has less impact on the environment due to its economy, speed of erection and reduction in waste.

I've looked at the evidence provided and I'm more persuaded by the points put forward by Mr H to explain why the proposed roof style will leave him with less storage space in his loft than he had prior to the loss. I don't agree with Integra's comments that the cut and pitch roof would constitute betterment as Integra is under an obligation to put the property back into its pre-loss condition. And if the claim resulted in a significant reduction in storage space, it would mean Integra wouldn't have met this obligation.

I've looked at all the information including the images provided and I'm satisfied that the cut

roof style generally offers more open space for storage and modification compared to a truss roof, as cut roofs use traditional rafters that can be more easily adjusted, while truss roofs have a prefabricated network of smaller timbers which can limit flexibility and often require structural modifications if any alterations are required.

Ultimately, as long as Integra is putting the property back into its pre-loss condition, which includes not downgrading the amount of useful loft storage space and not making future upgrades more difficult and expensive for Mr H, then it will have met its obligations. So I think the previous cut roof style should be employed.

### **Putting things right**

Integra Insurance Solutions Limited should, in addition to what it's already agreed to do in its final response letter dated 24 June 2024:

- Pay any claim for items covered under sections 8, 10, 11 and 13-24 of the policy, up to their individual policy limit and in addition to the sum insured of £75,000.
- Reinstate Mr H's loft space and roof to their pre-loss condition in line with the terms and conditions of the policy.
- Pay Mr H £550 compensation for distress and inconvenience.

### **My final decision**

For the reasons given, I uphold this complaint and I direct Integra Insurance Solutions Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 March 2025.

Ifrah Malik  
**Ombudsman**