

## **The complaint**

Miss F is unhappy with the way Intact Insurance UK Limited (“IIL”) trading as More Than handled her claim following a fire at her home.

Miss F is represented by Mrs F. For ease of reading, I’ll simply refer to Miss F throughout my decision. Any reference to things said or done by Miss F, or IIL, should be taken to include things said or done on their behalf.

## **What happened**

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Miss F had contents insurance underwritten by IIL. In January 2023, Miss F suffered a kitchen fire at her home. She claimed under the policy and IIL accepted the claim.

Unhappy with the way her belongings had been returned to her – she said they were damaged and mouldy – Miss F complained. IIL issued a final response, dated 8 January 2024, in which it said it upheld her complaint and paid £150 compensation.

Miss F raised a further complaint with IIL on 22 January 2025. She said she was unhappy that IIL asked her to provide further details of the belongings which had been damaged, and she complained again about its overall handling of her claim.

IIL issued a final response, dated 13 February 2025, in which it said no further review would be carried out of matters addressed in its January 2024 letter. In respect of the new issues Miss F raised, IIL said it had regularly asked Miss F for her full claim list which it received in January 2025. On receipt, IIL asked Miss F to provide further evidence about some items in line with the policy. Therefore, IIL didn’t uphold Miss F’s complaint.

Unhappy with the response, Miss F brought her complaint to us.

Our investigator said that we couldn’t look at the first complaint because Miss F hadn’t brought it to us in time. In respect of the second complaint, our investigator didn’t think IIL had done anything wrong. He said the evidence showed that IIL had tried to progress the claim and it was entitled to seek further information in line with the policy.

Miss F didn’t agree. She said she had been unable to bring her first complaint to us any sooner due to the ongoing distress and health concerns regarding the whole matter. Miss F said her complaint now is that IIL will not accept her outstanding claim in the format she provided.

Because she didn’t agree with our investigator, Miss F’s complaint was passed 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.

Having done so, while I'm very sorry to disappoint Miss F, I've decided not to uphold her complaint. I'll explain why.

### **First complaint**

I understand Miss F was unhappy with the way IIL handled her claim. But it's important to explain that I can only consider the merits of a complaint in circumstances where I have jurisdiction to review things under the rules which govern us.

The rules about time limits and whether our service can look into the merits of a complaint are set out in the Financial Conduct Authority's Handbook. Section DISP 2.8.2R(1) of the handbook says that we cannot consider a complaint if it's referred to us more than six months after a financial business sends its final response, and if the financial business doesn't consent to us looking at it.

In this case, Miss F complained about IIL's handling of her claim and IIL issued its final response on 8 January 2024. I'm satisfied that IIL included clear referral rights to this service and explained that Miss F had the right to refer the complaint to our service, but that she needed to do so within six months of the date of the final response. It also clearly stated that if the complaint wasn't brought in time, IIL would not consent to us looking into it.

This means that Miss F had until 8 July 2024 to refer her complaint to us. But she didn't get in touch until 5 March 2025, and IIL hasn't given its consent for us to consider the merits of the complaint. So I'm satisfied that Miss F brought her complaint to us too late under our rules.

I understand Miss F thinks her circumstances are exceptional, and she's referred to the distress of the fire, her health, IIL's handling of the claim, working full time and raising a family.

For me to consider circumstances to be exceptional, it would usually mean that a complainant was unable to reasonably comply with the six-month time limit or was prevented from doing so. The rules give an example of exceptional circumstances as where the complainant has been, or is, incapacitated. It would have only taken a quick phone call, email, or letter for Miss F to start the process with us once she received IIL's final response. And if she felt unable to, she could have made the same arrangements as she has now for someone to act on her behalf. Therefore, I can't fairly conclude that she wasn't reasonably able to contact us in time.

While I can understand Miss F's disappointment, as I've said, this service is bound by the rules we have to follow. That means we are not able to consider the merits of the first complaint.

## **Second complaint**

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably.

I've taken these rules into consideration when reaching my decision, along with the evidence provided by both parties. I note that Miss F continued to contact IIL about her claim. In reaching my decision, I have only considered evidence up to the 13 February 2025 final response letter.

Miss F said her complaint is that IIL will not accept her outstanding claim in the format she provided. She provided me with a copy of the list she sent to IIL and asked that I require it to settle her claim using that list.

It's worth noting that IIL hasn't declined the claim and it confirmed that position to Miss F in its final response. Rather, it said it needed additional information in order to progress.

The policy states that in order to validate a claim, IIL may ask a policyholder to provide more information to support their claim.

I've looked at what IIL asked Miss F for. It wanted photos of damaged items and further details of the belongings she listed. Miss F was unhappy because she said IIL had told her during a visit to her home that it would trust her list rather than staying to record the items. While I can appreciate that Miss F expected payment in line with the list she'd provided, I don't find it unreasonable that IIL asked for more detail in line with the policy. That's because the list amounted to over £20,000, mainly for clothes, shoes and soft furnishings. I see IIL issued an interim payment, which I consider fair in the circumstances.

I've thought about whether IIL could've done more to validate the claim sooner. The evidence shows that IIL contacted Miss F almost every month between April 2024 and January 2025 asking for her list of damaged items. Each time, Miss F either didn't respond or she said the list would be ready by a given date. Based on this evidence, I can't say that IIL caused the delays.

Overall, while I can see that Miss F has experienced a lengthy and distressing claim for the kitchen fire, I don't find that there's anything for IIL to put right in respect of the claim list for the damaged items.

## **My final decision**

For the reasons I've given, my final decision is that I don't uphold Miss F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 15 October 2025.

Debra Vaughan  
**Ombudsman**