

The complaint

Mr V1 and Mr V2 complain about the settlement INTACT INSURANCE UK LIMITED offered them for their home insurance claim.

Intact is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Intact has accepted it is accountable for the actions of the agents, in my decision, any reference to Intact includes the actions of the agents.

Mr V1 and Mr V2 are joint policyholders, but most of the communication regarding the claim and complaint has been from Mr V1. So, I'll refer mainly to him in my decision.

What happened

In mid-2024, Mr V1 and Mr V2 made a claim for accidental damage under their home insurance policy with Intact. A chandelier had fallen onto a glass ceramic dining table. This caused some damage to the floor tiles in the dining room.

Intact offered to repair or replace the damaged tiles, but Mr V1 didn't think either of these options was acceptable. Mr V1 was concerned that a repair to the tiles wouldn't last and the warranty on his flooring would be invalidated. He was concerned that replacement tiles wouldn't match the existing ones which ran through the ground floor of his property as they wouldn't be from the same batch. So, he raised a complaint.

Intact said its contractors had advised that the damage to the floor was minimal and could be successfully repaired. If there were any future issues as a result of the repair not lasting, it would look to resolve these. It said it wouldn't consider Mr V1's warranty as Intact's involvement was in relation to the damaged item only and its repair or replacement.

Intact acknowledged Mr V1's concern that a replacement tile wouldn't match current flooring, but it said it understood the area of damage was minimal and a suitable match should be achievable.

After Mr V1 raised some further concerns, Intact awarded £250 compensation for some poor communication and delays.

Mr V1 remained unhappy with Intact's proposed settlement for the claim and asked the Financial Ombudsman Service to consider the matter.

Our investigator didn't think Mr V1's complaint should be upheld. She was satisfied Intact was acting within the terms of the policy.

Mr V1 disagreed with our investigator's outcome. He said the appointed contractors had emailed the flooring specialists highlighting that, even though a repair could be done, the longevity of that repair would be a concern. The reason a repair would be unacceptable was because, although it could be carried out, it would fail. Mr V1 felt Intact seemed to be going for the option which was cost effective even though it would fail. So, the complaint has been 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, I've decided not to uphold Mr V1 and Mr V2's complaint. I'll explain why.

I've considered everything Mr V1 has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr V1 I've read and considered everything he's sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

I can see from the policy schedule that Mr V1 and Mr V2 took out matching items cover as an optional extra. The policy's terms and conditions say:

"Matching items

If part of a matching set, pair or suite is lost or damaged by an event covered under your Buildings Cover and we can't repair it or replace it with an item of the same colour, make model material and size, we'll pay the cost of replacing the whole matching set, pair or suite, including any undamaged parts."

Mr V1 says if the damaged floor tiles were replaced, they would not match the existing tiles. He's provided an email from the tile supplier which says the shade of replacement tiles would not match the batch Mr V1 had purchased. The only way of getting an exact match would be by placing a special order with the manufacturer but the minimum quantity would be 3,000 sqm which would not be feasible for a domestic job.

I acknowledge what Mr V1 has said about this. But under the terms of the policy, Intact would only be required to pay the cost of replacing the whole floor if it couldn't repair it or replace the damaged tiles with those of the same colour, material and size. While the supplier has said the shade of the tile can't be matched exactly, their email suggests that tiles of the same colour, material and size were available. So, I'm not persuaded Intact is required to replace the whole floor.

Intact says the damage can be successfully repaired by its contractors. However, Mr V1 is concerned that a repair wouldn't be effective and lasting. He says the contractor told Intact's flooring specialist that the repair would fail in an email.

Our investigator asked Intact for a copy of the email Mr V1 referred to, but it said it was unable to locate this. It provided a note of a call between the contractor and the flooring specialist. According to this, the contractor said repairs could be completed but they were slightly concerned that longevity might be affected due to the location of the damaged tiles, which was central with high traffic.

While there does seem to be a concern that the repair might not be lasting and effective, Intact says that if there were future issues it would look to resolve these with Mr V1. I appreciate Mr V1 is concerned that the repairer would only offer a two-year warranty, compared to the ten-year warranty provided by the supplier of his flooring. However, the terms of the policy don't require Intact to match a third-party's warranty.

I appreciate Mr V1 is of the opinion that a repair will fail and Intact should replace the flooring across the ground floor of his property. But Intact has estimated that the cost of doing this

would be at least £28,000 and possibly substantially more, taking into account consequential damage. From what I can see, there is some minor cosmetic damage in a small area of the floor which has been estimated to cost a few hundred pounds to be fixed. So, I think Intact's proposal that it firstly attempts to repair the damaged tiles is reasonable.

If the repair isn't successful, I'd expect Intact to explore other options to ensure it indemnifies Mr V1 and Mr V2 in line with the policy's terms and conditions.

I know my answer will be disappointing for Mr V1 and Mr V2, but I think Intact's offer to settle their claim is fair and reasonable.

My final decision

For the reasons I've explained, I don't uphold Mr V1 and Mr V2's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V1 and Mr V2 to accept or reject my decision before 6 October 2025.

Anne Muscroft
Ombudsman