

The complaint

Ms M complains as an Administrator of the estate of Mr M about Intact Insurance UK Limited's ("IIUKL") handling of the renewal of Mr M's home insurance policy and about the service she received during a phone call.

What happened

Ms M says the home insurance policy for the late Mr M's home was due for renewal on 19 September 2024. She says, since Mr M had passed away, the policy had renewed each year, so she didn't think anything would be different this year. Ms M then received an email from IIUKL on 12 September 2024 saying they couldn't keep the policy in the name of the late Mr M as the insurable interest was now in Ms M's name due to probate being granted. Ms M says IIUKL gave notice of cancellation and also said, due to the unoccupancy of the property, they wouldn't be able to offer Ms M a new business quote.

Ms M complained about this, and also about not being able to deposit cheques she had received from IIUKL for refunds. Ms M says she tried to deposit the cheques, but her building society wouldn't accept them as the cheques were made out to the Executor of the estate of Mr M, but her account was in her own name. Ms M also complained about a telephone conversation she'd had with a complaints specialist.

IIUKL responded and accepted they did originally inform Ms M they couldn't offer to renew the policy, and they also accepted they'd only provided seven days for Ms M to find alternative cover. IIUKL said their underwriting team had taken into account that they hadn't previously made Ms M aware that they may not be able to offer cover once probate had been completed, and they'd also considered that they hadn't provided Ms M with adequate time to find cover with another provider. They said on this basis, they'd agreed to provide cover for another year. They said they'd also agreed to extend the cooling off period for an additional 30 days.

IIUKL said their records showed they'd sent Ms M an email saying they needed to see a copy of the Grant of Probate to have the cheques re-issued in Ms M's name. They said as Ms M hadn't sent them a copy of the Grant of Probate, they'd been unable to re-issue the cheques. They asked Ms M to provide a copy of the Grant of Probate and would then arrange for the cheques to be re-issued in Ms M's name. IIUKL also said they were satisfied with the manner in which their complaints specialist had handled the call.

Our investigator looked into things for Ms M. He thought the steps taken by IIUKL were reasonable and didn't uphold the complaint. Ms M disagreed so the matter has come to me for a decision.

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 the complaint. I understand Ms M will be disappointed by this but I'll explain why I have made this decision.

Policy renewal

I think it's important to mention that an insurer can decide who it wants to offer a policy to – and this will generally be based on its risk criteria. In this case, the property was subject to a subsidence claim.

Once a property has suffered subsidence, insurers usually consider the risk of providing subsidence cover is very high. This can lead to a situation where a customer may find it difficult to get buildings insurance for a property that has been damaged by subsidence or, if cover can be found, it's often with a significantly increased premium, or sometimes both.

The Association of British Insurers ("ABI") guidance on Continuation of Cover is broadly intended to ensure consumers with subsidence claims can continue accessing subsidence cover. In short, the guidance says the insurer who dealt with the claim should provide continuous subsidence cover. But the guidance is clear that cover can't be provided in all circumstances.

In this case though the information shows IIUKL had concerns due to the fact they weren't able to start any repair works to address the subsidence until Ms M had carried out other work. So I do acknowledge why they might've had concerns about offering continuity of cover in circumstances where they hadn't been able to carry out repairs.

That said, there's no dispute between the parties that IIUKL didn't provide Ms M with sufficient notice about their concerns around providing continuity of cover and IIUKL also accept they didn't then give Ms M sufficient time to find alternative cover. So, in the circumstances, I think it was fair and reasonable for IIUKL to have offered a renewal for 2024.

Cheques

The information shows IIUKL asked Ms M for a copy of the Grant of Probate. They also explain they need to see this in order to re-issue the cheques in Ms M's name. When addressing this complaint, IIUKL hadn't, at that point, received a copy of the Grant of Probate but said they would re-issue them on receipt of this. I acknowledge Ms M says she had concerns about sending this to IIUKL, but I can't say they've acted unreasonably in either, asking for the Grant of Probate to enable them to re-issue the cheques, or not re-issuing them without sight of the Grant of Probate. It's not clear whether Ms M has now provided this to IIUKL, but I can't say IIUKL have acted unreasonably here.

Telephone call with complaints specialist

During the telephone conversation with the complaints specialist in October 2024, I acknowledge Ms M raised concerns about a different complaints specialist providing a complaint response to her concerns about the handling of her subsidence claim. I acknowledge Ms M's concerns about this and why she doesn't believe the other complaints specialist's investigation to have been valid.

These points have already been addressed by our service in a jurisdiction decision, so I won't address them here. But, I can't say the complaints specialist Ms M spoke to acted unreasonably in maintaining that it was reasonable for the other complaints specialist to have carried out an investigation and to have provided a response.

I also acknowledge Ms M says, during the phone call, she informed the complaints specialist that she would be writing a formal letter of complaint and that he explained our service wouldn't look into it. The phone call took place more than six months after IIUKL had provided a complaint response to the issue involving the subsidence claim. So, on this basis, I don't think it was unreasonable for the complaints specialist to have given an opinion on whether our service could look into the complaint.

I acknowledge Ms M says that the complaints specialist informed her she could write a formal letter of complaint, but in the complaints response which followed, she was informed the complaint about the subsidence claim was out of time. I don't think it was unreasonable for the complaints specialist to have invited Ms M to raise her complaints and nothing I've seen suggests he mismanaged Ms M's expectations by suggesting IIUKL would re-investigate the complaint about the subsidence. It's clear there were other complaints raised by Ms M in her letter of complaint, and these were addressed in IIUKL's complaint response in February 2025.

I wish to reassure Ms M I've read and considered everything she has 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.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr M to accept or reject my decision before 21 October 2025.

Paviter Dhaddy
Ombudsman