

## The complaint

Mr T complains about the way INTACT INSURANCE UK LIMITED (trading as RSA) handled his claim under his home contents insurance policy. In particular, he is unhappy that they cancelled his policy.

## What happened

The details of what happened are well known to both parties. I will just summarise them here.

- Mr T has a home contents insurance policy with RSA, which he took out in January 2024.
- In March 2024, he contacted RSA to make a claim for a damaged TV. Which he provided photographic evidence of.
- RSA subsequently decided to decline the claim. They said the insured cash value of the TV was less than the excess that would be due on the policy. However, they also made the decision to cancel Mr T's policy. They said this was because they had become aware of a previous undisclosed claim and Mr T had not provided the further information they had requested.

Mr T was unhappy and brought his complaint to our service for an independent review. As well as complaining about the claim and cancellation decision, he said he hadn't been provided with policy documentation he was entitled to.

Our Investigator looked into it. Initially they didn't think RSA had cancelled the policy fairly. However, after being provided with further evidence, they concluded the claim and cancellation were fair and that RSA had sent the documentation as required.

Mr T didn't agree and said RSA had access to the previous claim information and shouldn't have cancelled his policy.

As no agreement was reached, the case 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.

For ease, I will take each of the complaint issues in turn.

### The declined claim

Mr T made a claim under his policy for damage to his TV. His policy terms and conditions state that if RSA couldn't "*either economically repair an item or replace it with an item of a similar quality, we'll agree a cash payment with you based on the item's replacement value*".

RSA say they couldn't repair the TV so were in discussion regarding a replacement. However, alternatives were not suitable for Mr T. This is because they did not have a curved screen and his did. RSA have shown they were unable to source a replacement with a curved screen as it doesn't appear to be a feature made any more. I am satisfied this is the case.

A cash value settlement was offered instead as allowed under the policy. However, RSA have shown it was less than the policy excess. (£300 approximately compared to an excess of £350). I haven't seen any evidence to show the current replacement value was calculated incorrectly. The television was said to be approximately eight years old, and I don't agree with Mr T that the curved screen feature added value and meant RSA should increase their offer. I am satisfied they handled the claim fairly.

#### The policy cancellation

RSA have shown that whilst in discussion regarding the claim, they became aware of a previous claim that they say hadn't been disclosed and they weren't aware of, from the Claim Underwriting Exchange (CUE) database.

Mr T was asked for previous policy information during March and April 2024, and at the start of May 2024. He was then asked again at the middle of May 2024 and given two weeks to provide it. RSA explained that failure to do so would result in the policy being cancelled.

The policy terms and conditions allow for RSA to do this. They state they "*may also cancel your policy if we identify valid grounds for doing so, including but not limited to: failure to provide us with information we've requested that's directly relevant to your cover or any claim*". I think they are fairly applying this and have explained the information is necessary to determine the coverage and rate of the policy is correct.

I note that Mr T has had very difficult circumstances including ill health in this period which resulted in hospitalisation. However, I note the evidence RSA provided in an email from Mr T which I am satisfied shows he was able to provide the information requested, but chose not to. Therefore, despite acknowledging the impact this will have on Mr T, agree with the investigator that the policy was cancelled fairly due to non-cooperation, in line with the policy terms and conditions.

Mr T has said that him not providing the information had no impact as RSA had access to his customer history. Whilst I note, RSA has access to information such as CUE, they have shown me they didn't have the specific details they were requesting and they didn't have access to the previous insurers systems as Mr T has suggested. Whilst I note the cancellation might feel disproportionate to Mr T, I am satisfied the requests were material and relevant and they were acting fairly in the cancellation in response to this. With ample warnings which Mr T has confirmed he chose to ignore.

RSA did fairly say prior to the case coming to us, they would reconsider reinstating the policy if Mr T provided the requested information. However, they have explained that reinstatement is no longer possible as they don't provide this type of policy anymore.

#### Provision of the policy documentation

Mr T says he never received the relevant documentation when he took the policy out. However, RSA have evidenced they sent it in January 2024.

Whilst I appreciate Mr T might not have received it, I can't hold RSA responsible for that. I

also would have expected him to have chased this up if he hadn't received it. I can't fairly ask them to do anything further in regard to this and Mr T hasn't shown he has suffered any loss from not receiving this.

In summary, I think RSA fairly handled Mr T's claim and subsequent policy cancellation. I won't be asking them to do anything further.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 October 2025.

Yoni Smith  
**Ombudsman**