

The complaint

Ms W is unhappy INTACT INSURANCE UK LIMITED (“INTACT”) will only re-tile the damaged area following a leak under her home insurance policy.

What happened

Ms W reported a leak in her bathroom, and she arranged for the leak to be repaired. Ms W made a claim under her home insurance policy with INTACT to have the damage repaired in her bathroom.

The claim was reviewed and validated, and Ms W was asked to pay the excess on the policy. Due to the age of the tiles in the bathroom, Ms W couldn’t source replacement tiles, so was left needing to have the whole bathroom re-tiled. Ms W was informed that her policy doesn’t have “*matching items*” cover, so it was explained to Ms W that whilst INTACT would cover the damaged tiles, it said it would only be able to pay 50% towards the undamaged tiles.

Ms W said due to her circumstances she can’t afford the cost of replacing the undamaged tiles, and she thinks INTACT should replace on an “*old for new basis*”.

Our investigator decided not to uphold the complaint. She thought INTACT had acted fairly as it had provided a settlement which went beyond its liability under the policy. Ms W disagreed, so the case has been referred to an ombudsman.

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’m not upholding it. I know this will come as a disappointment for Ms W, so I’ll briefly outline my reasoning.

As context, different insurance policies will have different terms and conditions. Whilst there will be similarities and differences, insurers are entitled to make commercial decisions over what events they cover, what loss or damage they cover and any limitations they apply to that cover. All of this is set out in the terms and conditions of the policy and is provided to customers when they purchase a policy. Customers are free to compare policies and choose what suits their needs and the competition in the marketplace naturally regulates the prices policies are sold for.

INTACT has explained what is set out in its policy in relation to “*matching sets and floor coverings*”. The policy states:

“We treat each individual item of matching sets, suites, fixtures and fittings or other articles of a similar nature, design or colour, as a single item. We will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite.”

If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. However, we will not pay for this loss in value under this policy”.

Tiles would be classed as a matching set, as the tiles are all the same colour or are part of a pattern. The policy sets out that INTACT is only liable to pay for the damaged tiles. INTACT has said it will pay 50% towards the cost of the undamaged tiles. By doing this, it has gone beyond its obligation under the policy, so I think it has been reasonable. So, I don't uphold this complaint.

Therefore, Ms W has a choice of just getting INTACT to settle the cost of supplying and installing the damaged tiles. This is likely to leave Ms W with a bathroom that doesn't match, as she has said her tiles are discontinued. As Ms W has already incurred a £250 cost for her excess payment, it makes sense for her to select this option as a minimum.

Alternatively, if Ms W wants to replace all her tiles so they match she can accept INTACT's offer to cover 50% of the cost for the supply and installation of the undamaged tiles, as well as 100% of the cost of the damaged tiles.

I appreciate Ms W has said her bathroom hasn't been functional for a long time. However, as INTACT has made a fair offer, above and beyond what it needs to under the policy, I don't uphold this complaint. Most of the delays appear to have been caused by an unwillingness of Ms W to accept INTACT's decision or delays in her providing information. If Ms W has other specific reasons why she thinks INTACT has delayed the claim unnecessarily, she should raise a new complaint with INTACT.

To move things forward, Ms W will need to inform INTACT how she wishes to proceed, by telling it whether she is proceeding by replacing just the damaged tiles or all the tiles (and paying a contribution herself). As Ms W has paid the excess, at the very least it would be worthwhile her getting an upto date quote for the replacement of the damaged tiles and to get this cash settled by INTACT.

My final decision

My final decision is that I don't uphold this complaint. I don't require INTACT INSURANCE UK LIMITED to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 25 December 2025.

Pete Averill
Ombudsman