

The complaint

Mr B's complained that Intact Insurance UK Limited have unfairly declined the claim he made for damage caused to the exterior of his house.

What happened

In early 2024, Mr B's property suffered an escape of water which caused extensive damage. He made a claim on his property insurance. Intact settled that claim.

About a year later, Mr B noted a crack in the property's external render. He was advised this was also due to the escape of water in 2024. So he contacted Intact. Intact appointed a surveyor to inspect the property. The surveyor concluded that the crack wasn't the result of the previous escape of water, but was due to the poor condition of the render.

Mr B complained. Intact didn't change their conclusion. But they invited Mr B to get his own surveyor's report if he was unhappy with their decision. Mr B did that and sent the report to Intact. But this didn't persuade Intact to change the claim decision. So Mr B brought his complaint to the Financial Ombudsman Service.

Our investigator reviewed the information provided by both parties and concluded Intact didn't need to do any more to resolve the complaint. He noted that both parties had provided a significant amount of information to support their position. He found the evidence provided by Intact to be more persuasive than the information provided by Mr B.

Mr B didn't agree with our investigator's view. So the matter's been passed to me to make 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 that, I'm not upholding Mr B's complaint. I'll explain why.

It's not my role to decide what caused the cracking to Mr B's property – rather, I need to decide whether Intact's decision that it wasn't caused by a peril covered by Mr B's policy was reasonable. I'm not an expert. So, I make that type of decision by considering the reports prepared by the surveyors.

If – as is the case here – the reports don't agree, I have to consider which I find more persuasive. I don't agree with Mr B's submission that his surveyor's report necessarily carries more weight because it wasn't prepared for Intact. I've considered the contents of both reports.

Both reports agree there is a crack in the render. But the crux of the issue is what caused that crack.

Intact say that, when they inspected the property, the crack was only fine (1mm wide at its maximum). And there were other areas of the property that were cracked or bulging. And they've provided evidence which shows this was brought to Mr B's attention in 2024, before he knew about this new crack.

I think that means it's fair to say there were a number of areas showing wear – not just the crack which is the subject of this complaint. Intact have also said that Mr B had told them that the render was concrete and had a 15 year life span, but no re-rendering work had been done for over 30 years. In these circumstances, I think was reasonable to conclude that the crack in question wasn't due to the escape of water.

I've considered the surveyor's report Mr B commissioned. It did conclude the damage was due to saturation of the walls based on:

"...the process of elimination [of other causes] and further supported by onsite observations and anecdotal accounts...."

I can see that Intact spoke to the surveyor following receipt of his report to ask some questions. The surveyor confirmed he'd taken limited moisture readings and that, contrary to what the report said, there was no analysis of the render or samples taken – only a visual inspection was made. And I can see that they surveyor confined the inspection to the cracked area, not the render as a whole.

I acknowledge Mr B's surveyor has considered the issue further during this investigation and it remains his professional opinion that it was the escape of water which caused the crack. But I'm not persuaded by his report that Intact's conclusions were unreasonable because of its limited scope and investigation. And, while the subsequent comments repeat that opinion, they don't include any further data which would lead me to change my view that Intact haven't acted unreasonably here.

I understand Mr B has now submitted a new claim in respect of the damage, which Intact are investigating to see if it's been caused by an alternative insured peril. But, for the reasons I've explained, I don't think they need to do any more to resolve this complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr B's complaint about Intact Insurance UK Limited.

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

Helen Stacey
Ombudsman