

The complaint

Mr and Mrs A complain about Intact Insurance UK Limited's handling of their home insurance claims.

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.

What happened

In late 2022, Mr and Mrs A made a claim under their policy with Intact after their home was damaged by a flood. Their claim was still ongoing when a second flooding incident occurred in October 2023.

Mr and Mrs A raised several concerns about Intact's handling of their claims and its settlement offer for the first claim. Some of these issues have already been considered by our service.

Mr and Mrs A raised some further concerns which Intact responded to in October 2024. They were unhappy with the settlement offered for the second claim and the service they'd received from Intact's loss adjuster. Intact didn't agree with all the points Mr and Mrs A raised, but it apologised for any inconvenience caused by one service issue. It felt the settlement Mr and Mrs A had been offered was correct, but it said it would be happy to review this matter further, subject to them providing evidence.

Mr and Mrs A remained unhappy and asked our service to consider their complaint.

Our investigator didn't think there was evidence to suggest that Intact's loss adjuster had behaved unprofessionally. But he was persuaded there had been some service issues. So, he recommended Intact pay Mr and Mrs A £150 for distress and inconvenience.

Mr and Mrs A disagreed with our investigator's outcome. They made some further comments about the behaviour and actions of the loss adjuster and the impact this had on them. They said the loss adjuster's behaviour contravened CDM regulations, putting the safety of the works at risk, as well as their home and was a matter for the Health & Safety Executive. They said the loss adjuster had contravened GDPR and this was another example of her unprofessionalism. They said they would like an apology for the loss adjuster's unprofessional behaviour and would like to see that she undertakes refresher training in relation to GDPR and her responsibilities under the CDM regulations.

Mr and Mrs A asked for their complaint to be reviewed by an ombudsman, so it 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 reached broadly the same conclusions as our investigator. I'll explain why.

I've considered everything Mr and Mrs A have told our service, but I'll be keeping my findings to what I believe to be the crux of their complaint. I wish to reassure Mr and Mrs A I've read and considered everything they've 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.

Mr and Mrs A's previous complaints about Intact's handling of their claims have already been considered by our service. I'm unable to revisit anything that's been considered before. In this decision, I'll be considering new matters raised after Intact's final response letter to their previous complaint (dated 13 February 2024) up to its final response letter of 23 October 2024.

Mr and Mrs A say Intact's appointed loss adjuster was unprofessional and discourteous. They found her behaviour to be bullying and aggressive, which was distressing and delayed progress of their claims.

In their complaint to Intact Mr and Mrs A gave several examples of the loss adjuster's behaviour. In my decision, I've considered the additional issues Mr and Mrs A raised with a particular focus on the areas they remain unhappy with following our investigator's outcome to this complaint.

Ownership of property / December 2022 call

Mr and Mrs A say the loss adjuster accused Mrs A of not owning her own property and threatened it was an offence to insure a property she didn't own.

Having reviewed Intact's claim notes I can see there was some uncertainty about the ownership of the property Mr and Mrs A insured after they made their first claim in late 2022. The loss adjuster had noticed that there were two neighbouring properties with very similar names. The property insured and occupied by Mr and Mrs A was showing as being owned by someone else.

After the loss adjuster visited the property and concluded there was no second property, Intact asked her to contact Mr and Mrs A to clarify the situation. So, she telephoned Mrs A.

Mr and Mrs A have sent us copies of the relevant land registry documents. The name on the property owned by Mrs A on the land registry documents is slightly different to the name on their home insurance documents. The property named on the policy documents is showing as being owned by a third party and purchased for £300 on land registry. According to Intact's notes, Mrs A confirmed she'd purchased her property from this third party in the telephone call. She said the property had been extended and had previously been known by the slightly different name, but she'd always known it by the name that appears on the insurance documents.

I appreciate Mr and Mrs A feel the loss adjuster shouldn't have mistaken their house for a £300 piece of land. But I don't think she did. She was simply trying to clarify the reason behind the discrepancy in the names, which I think was reasonable. So, I'm not persuaded it was unprofessional for the loss adjuster to query this.

September 2024 phone call

Mr A says he found the loss adjuster to be aggressive in tone and bullying in manner when she called him in September 2024. He felt he was being told 'take it or leave it' with regard to the settlement offer for the 2023 flood.

Intact has told us it isn't able to provide us a recording of this phone call or the December 2022 call. I appreciate Mr and Mrs A feel the loss adjuster acted unprofessionally by not recording the telephone calls. However, Intact has said these calls were made on a mobile phone, which I don't find surprising as a loss adjuster's role doesn't tend to be deskbound. While businesses will often record calls to and from a landline for training and monitoring purposes, I don't think it's unusual for calls to and from mobile phones to not be recorded.

According to the loss adjuster's note of the September 2024 call, Mr A said he didn't feel the settlement he was offered was a realistic figure. The loss adjuster indicated that the policy would either pay the cost of repairs as per the insurer's own contractor or instruct them to do the work. According to the note, Mr A said he could not accept the work being done by Intact's contractors because he didn't feel they would do a good job.

The policy terms and conditions say Intact will settle a buildings' claim by paying the cost of repair or replacement. If a consumer chooses a cash settlement, our service will usually say it's fair for a business to base this on the cost of using its own contractors. This will often be lower than the market rate because of discounts an insurer gets from its own suppliers. So, I don't think Intact's stance on this was unreasonable.

I appreciate Mr A felt bullied and threatened during this conversation. But having considered both parties version of events, I haven't seen anything that leads me to conclude that the loss adjuster acted unprofessionally.

Electrics

Mr and Mrs A raised concerns about the safety of the electrics at the property in January 2024 after discovering a cracked and scorched socket. They say this issue wasn't resolved despite them contacting the loss adjuster and Intact about this several times.

In its response to Mr and Mrs A's complaint, Intact said the electrics had been checked and the contractors wouldn't have left their equipment if it wasn't safe to do so.

I can see that Mrs A emailed the loss adjuster and Intact about an issue with the temporary electricity board in January 2024. She provided a picture of the cracked and scorched socket. Mrs A said she'd contacted the contractors, and they said they would organise an electrician to look at it.

A couple of weeks later, Mrs A emailed the loss adjuster and Intact again. She said, as far as she was aware, no electrician had attended the property, and this remained a concern as the workmen experienced a power outage the previous week. In response, the loss adjuster said the contractors would arrange an electrician at install stage.

Mrs A said there were still electric heaters in the property, one of which had stopped working, so there was an urgent need for an electrician to ensure electrical safety in the property. She felt the issue was not being taken seriously as a potential fire risk. A representative from Intact asked the contractors to respond to Mrs A. He also asked the loss adjuster if she knew what was happening with the electrics.

I can't see that this was followed up by Intact or the loss adjuster. Mr and Mrs A say that nothing was done about the electrics until the temporary electricity board was removed in October 2024.

I think Intact should have done more to ensure the electricity was safe and alleviated Mr and Mrs A's concerns. However, it isn't our role to fine or punish a business. I can only consider the impact of Intact's mistakes on Mr and Mrs A. While I understand the situation was a worry for them, I can't consider what might have happened only what has happened. While I appreciate their concerns about a fire or injury to workman, thankfully there weren't any incidences of this. So, I can only award compensation for the frustration and worry Mr and Mrs A experienced as a result of Intact's poor service here.

General Data Protection Regulation (GDPR) breach

Mr and Mrs A say the loss adjuster contravened GDPR by adding an unrelated party to email correspondence. The Financial Ombudsman Service doesn't have the power to fine a business for failing to comply with data protection laws. I can only consider the impact of any data breach on Mr and Mrs A.

Mr and Mrs A haven't provided specific information about when this alleged breach occurred. But Intact hasn't addressed this point in its response to Mr and Mrs A's complaint. So, I've accepted what Mr and Mrs A have said about this. And I've considered the frustration they experienced in my compensation award.

Other matters

One of the concerns Mr and Mrs A raised was that they weren't provided with a timeline they'd requested. Intact said the loss adjuster couldn't recall this being asked for. However, I can see that Mrs A asked for this in an email she sent to the loss adjuster in December 2022. Intact has apologised for not issuing some post-visit correspondence. So, I've considered these examples of poor communication in my award.

Mr and Mrs A also complained about continued delays after February 2024. I understand some further strip out work was carried out and the property was declared dry in May 2024. Intact provided a schedule of work to Mr and Mrs A in August and made a settlement offer in September 2024. I can see that Intact requested some further information to substantiate expenditure of fixtures and fittings in the property at the time of the second flood, before making the settlement offer based on what it already had. I think it could have progressed things a bit more quickly. But I've also kept in mind this was a high value claim that was further complicated by there being a second flood incident while repair work from the previous flooding event was yet to be completed.

Distress and inconvenience

I understand this has been a stressful situation for Mr and Mrs A, who had to make two flood claims within a relatively short period of time. However, when thinking about a fair award for compensation, I need to separate the impact of the flood events from the additional distress and inconvenience Mr and Mrs A experienced from any failures in Intact's handling of their claims.

Mr and Mrs A have already been awarded a total of £1,500 compensation for the two previous complaints they brought to our service. As explained, I'm limited as to what I've been able to consider in this decision.

While I'm persuaded there was some poor service, I haven't seen sufficient evidence to conclude that Intact's loss adjuster acted unprofessionally or was bullying Mr and Mrs A. Although I can appreciate it might have felt like that to them, particularly as Intact's settlement offer was a lot lower than they were hoping for.

Intact has accepted our investigator's recommendation to pay Mr and Mrs A £150 for distress and inconvenience. I think this reasonably recognises the impact of the service failings I've been able to consider here. So, while I appreciate my answer will be disappointing for Mr and Mrs A, I'm not persuaded to award compensation above this.

Putting things right

Intact should pay Mr and Mrs A £150 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr and Mrs A's complaint and direct Intact Insurance UK Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 4 March 2026.

Anne Muscroft
Ombudsman