

## **The complaint**

Miss F complains about Intact Insurance UK Limited's rejection and handling of her claim under her Landlord Insurance policy.

Any reference to Intact includes all of its agents.

## **What happened**

The background to this complaint is well known to the parties, so I won't repeat it in detail here.

In summary, Intact told Miss F it would accept her claim for damage to the front door of the insured property. It then subsequently said it was rejecting the claim.

Miss F complained about this and the handling of the claim. Intact apologised for the poor handling of the claim and agreed to pay a total of £250 in compensation for distress and inconvenience. However, it said its decision to reject the claim was correct.

One of our investigators considered Miss F's complaint. She said it shouldn't be upheld. This was because she didn't consider there was sufficient evidence to show the front door on the insured property was damaged and needed replacing. And because she was satisfied what Intact had paid in compensation for the distress and inconvenience Miss F had experienced was fair.

Miss F does not agree with the investigator's assessment of her complaint and has asked for an ombudsman's decision. She has made the following key points for me to consider:

- She was never asked by Intact to obtain a professional opinion on the need to replace the door. But if she had been asked to obtain one, she would have sought one at the time.
- She thinks the door did need replacing and has provided an opinion from a friend who works in the building trade, which she thinks supports this.
- If there was no damage to the front door, she cannot see why the locksmith she employed wouldn't have just changed the lock on it, as opposed to gaining entry through the back door and leaving the lock on the front door.
- Her tenant had been without the use of the front door for around six months at the point she decided to replace it. And she made a number of alterations to the design to reduce the cost of the door. But to achieve a further reduction in price, she would have needed to have a UPVC door fitted, which would not have been in keeping with the character of the property.

## **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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims promptly and fairly. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Miss F's complaint.

Miss F's policy covers accidental damage to the insured property. And I think this means if the front door was damaged by the locksmith's attempt to gain entry to her property or due to the malfunctioning of the lock on it, her claim for damage to it would be covered by her policy, provided the cost of putting right the damage exceeded the policy excess.

But, if there wasn't damage to the door due to either of these things or repairing it would have cost less than the excess then Intact would not need to cover the cost to Miss F of repairing or replacing the door.

I appreciate Miss F was never asked to get a professional opinion on the damage to the door. However, I am not persuaded that, if she had done so, the professional would have said the door needed to be replaced. I've seen pictures of the door and I cannot see any reason a new lock couldn't have been fitted, along with a minor repair being carried out. And I think the minor repair would have most likely been less than Miss F's policy excess.

I also think that having been told her claim was likely to be rejected, Miss F could have arranged for someone locally to see whether the door could be repaired, instead of assuming replacement was the only option. I appreciate she lives a long way from the insured property, but I'm sure she would have been able to find a local tradesman to check this.

I've noted the professional opinion provided by Miss F's friend more recently. However, I do not find this persuasive, as I cannot see how the structural integrity of a wooden door can be compromised by having to remove a lock from it, provided it is done properly. Obviously, the locksmith didn't want to do this. And I presume this was because he was concerned he might damage the door. But this doesn't mean it couldn't have been done fairly easily with the right tools and approach.

In view of what I've said, it should be clear that I do not think the front door was damaged accidentally to the point where it needed to be replaced or couldn't be repaired for less than the policy excess. And this means I am satisfied that Intact's decision to reject Miss F's claim for the door was a reasonable one in the circumstances.

The problem is that Intact's handling of Miss F's claim was very poor indeed. This is because there were delays initially. And it then said it would cover the cost of replacing the door, only to then change its mind.

It was very poor on Intact's part to tell Miss F it was going to settle her claim by paying the cost of replacing the door, less the excess, and then change its mind. However, I do not consider it would produce a fair and reasonable outcome to Miss F's complaint for me to make Intact honour its offer to do this, even though Miss F clearly indicated she was happy with its offer to do so. This is because the offer it made was clearly made in error. And, while Miss F had no way of knowing this at the time it was made, I don't actually think her position was prejudiced by Intact's error.

The reason I don't think its error prejudiced Miss F's position is that I think she had time to change the order for the door and go with a cheaper option. Also, she has said a cheaper door would not have been in keeping with the character of the insured property, so it seems

she may have gone with the door she went with anyway even if she'd known for sure her claim was going to be rejected.

I appreciate at the point Miss F committed to the replacement door she had really only been told over the telephone her claim was going to be rejected. And that she'd complained about this and was waiting to hear further. However, I think she knew it was likely her claim was going to be rejected. So, she could have either put the replacement on hold or gone with a cheaper option, notwithstanding the fact it seems more likely from what she has said that she'd have gone with the same door as it fitted the character of the property better.

I also appreciate Miss F's tenant hadn't been able to use the front door for a long period of time and that this would have been a major concern for Miss F. But, as I've said, if she didn't want to wait a bit longer to see whether Intact changed its mind, she could have gone for a cheaper door, which is what she suggested she'd have done when she referred her complaint to us.

In summary, I'm satisfied that Intact's decision to turn down Miss F's claim for the damage to the front door at the insured property was reasonable. And, while it was very poor on its part to tell her it would settle the claim by paying the cost of replacing the door, less the excess, I don't think this means it should have to honour this commitment for the reasons I've explained.

As I have already said, I think Intact's handling of Miss F's claim was very poor. However, I'm satisfied that the £250 it has now paid in compensation for the distress and inconvenience she experienced because of this is fair. This is because it is in line with what I'd expect a business to pay for the level of distress and inconvenience Miss F experienced and it is in line with the amounts we suggest on our website for this sort of level.

### **My final decision**

For the reasons set out above, I do not uphold Miss F's complaint about Intact Insurance UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 17 March 2026.

Robert Short  
**Ombudsman**