

The complaint

Mr M and Miss P complaint about the way Intact Insurance UK Ltd ('Intact') handled a claim they made on their home insurance policy.

Mr M has acted as the main representative during this complaint, so, for ease of reference, I'll refer to any comments made, or actions taken, as those of "Mr M" throughout.

What happened

Mr M held a property insurance policy underwritten by Intact. He contacted them in December 2023 to raise a claim for an escape of water due to a shower leak.

Intact asked Mr M to get a quote for the works, but Mr M found this difficult due to work commitments. However, by March 2024, Mr M managed to obtain a quote and sent this to Intact – who then appointed their own surveyor and offered a cash settlement of £2,152.95 which Mr M said was less than a third of the quote he had obtained. Intact then appointed contractors who later confirmed that the work would cost significantly more than the cash settlement offered.

Intact started work in June 2024 but Mr M raised concerns over the quality of the work completed. He said the work should have taken around two weeks to complete but ended up taking four. Mr M was also unhappy with the overall finish of the work, as well as raising a new leak issue which he said was due to Intact's first contractors. He said Intact's contractors had since been out five times to rectify the work but couldn't find the cause of the leak, even after cutting a hole in the wall behind and underneath the shower.

Mr M raised a complaint to Intact, who considered it and agreed there had been claim failings. They acknowledged there had been substandard workmanship, poor communication, delays, a new leak from the shower making it unusable for over two months and not following the correct process which prevented Mr M from using his own contractor. Intact apologised for these shortcomings, arranged for new contractors to rectify outstanding issues, and awarded a total of £600 compensation.

Mr M remained unhappy and said he had been hugely inconvenienced at having to use a bath instead of being able to use the shower. And he explained his partner was under consultancy for slipped spinal discs, so having to use the bath at times had caused significant discomfort for her rather than using the walk-in shower. He also said the final response acknowledged that he couldn't use the shower for two months – but by the time he received the final response he was up to ten months without use of the shower. He brought the complaint to this Service for us to consider.

While the complaint was waiting to be reviewed, Intact responded to Mr M's updated complaint points in March 2025 and said they were partially upholding it. They addressed ongoing concerns including a lack of communication, a lower compensation payment than promised, unresolved snagging issues, the more recent shower leak, and increased insurance costs due to the claim remaining open.

Intact accepted there had been service failings, including missed responses to multiple emails, delays in arranging repairs, and a failure to pay an agreed disturbance allowance promptly. They said their contractors believed all claim related work was complete and disputed the cause of any further damage, saying that Mr M would need to provide a report from an independent contractor before they could take further action. But they did award further compensation for the stress and inconvenience caused since their final response which they issued in September 2024 and paid an additional £100 that had been missing from the previous complaint, £300 due to the failure of their claims team in responding to emails, £210 for a 14 day period which Mr M said he was unable to use the shower and needed to travel for washing purposes, as well as a further £100 due to a failure in sending Mr M's complaint to an incorrect e-mail address.

In June 2025 Intact reviewed the complaint again, apologised for further delays and increased the compensation by an additional £250. They said a new contractor would inspect and report on the outstanding works that needed to be complete. But the original contractor was re-engaged despite Intact saying they would not use them again. In August 2025 Mr M reported no further works had taken place and he also provided copies of gas bills which he said showed higher winter usage as well as tiling tolerance guidelines which he said showed the repair work fell below industry standards.

I issued a provisional decision of this complaint, and I said the following:

"I first want to set out what period I will be considering as part of this complaint. As it presently stands, Intact has issued three final responses which cover the period between the initial notification of the claim up until July 2025. The investigator previously set out that they would only be considering matters that had occurred up until the second final response in March 2025. But having considered the complaint history as well as Intact's three final responses, I'm satisfied that they are all the result of the initial issues Mr M raised and I therefore I'm going to consider the complaint in its entirety.

I also want to acknowledge that I've intentionally summarised Mr M's complaint in a lot less detail than he has presented it. No discourtesy is meant by this, and I want to assure him that I have read and considered everything submitted in its entirety. However, as an informal dispute resolution service, my role is to focus on the main issues of a complaint in order to reach a fair and reasonable outcome overall. And this means I have intentionally only focused my decision on what I consider to be the key points of this dispute, which are the rectification works and the second leak, disturbance allowance, overall claims handling, as well as any other losses Mr M has incurred. I will address what I consider to be the outstanding areas of dispute in turn below, for ease of reference.

Rectification works and the second leak

I've considered Intact's claim notes against Mr M's testimony and submissions, which included videos and photographs. I think the evidence demonstrates the repairs were of poor quality and Intact's own letter from September 2024 agreed there were defects and repairs were not to the standard they would expect. I can also see Intact's contractor report found tiling and sealing issues.

I can also see Intact's second contractor re-attended to comment on the outstanding works. I think this unfair in the circumstances given the issues Mr M had already experienced. And because they told Mr M a new contractor would attend but the original contractor came out to inspect their own work instead, this placed Mr M at an unfair disadvantage.

Weighing up all the available evidence, I think Intact need to put right the damage in order to return Mr M to his pre-loss state. And I think the best way to do this would be for them to appoint a new, independent contractor to carry out the remedial works. Alternatively, Mr M may wish to cash settle the claim to have the outstanding works completed. I will address this in my conclusions shortly.

In respect to the second leak, I've considered Intact's position that the second leak may have been unrelated to the original repairs and that Mr M needed to provide a cause of damage report before they would take further action. But I don't think that was fair in the circumstances.

By the time the second leak happened, intact had already accepted the workmanship of their first contractors had fallen below their standards and there were multiple problems with the shower area. The second leak came from the same shower unit, in the same area, and only a short time after those defective works were raised. I've also thought about both Mr M and Intact's contractor's comments that because the leak is now fixed; any subsequent report won't necessarily be able to comment on the original cause.

In situations like this, where the evidence may be incomplete or contradictory, I'll need to make my decision on the balance of probabilities. That is, what I think is more likely than not to have happened, given the evidence which is available and the wider circumstances of the complaint. I've thought about this situation very carefully, and I've considered the available evidence. Mr M has provided a video showing the leak in the area that had been worked on and taking the timing of events and the surveyor's findings into account, I think, on balance, it's more likely than not the second leak was as a result of the original repairs. I can also see that Intact considered the additional leak from the shower, acknowledged that it was unusable for two months and awarded a further £200 compensation.

I think this demonstrates that they acknowledged the second leak was related to their contractors' repairs. And I haven't seen any persuasive evidence to demonstrate why it is reasonable for Mr M to still be required to submit a cause of loss report. Given intact already accepted there had been defective works, I think the burden shouldn't have been placed on Mr M to obtain a separate report. Intact was better placed to investigate the source of the problem and could have arranged the inspection they later offered much sooner. And therefore satisfied on balance that the second leak was more likely than not caused by the workmanship of the first contractors. And that means intact should put right the damage that was caused as a result.

Disturbance allowance

I can see Intact agreed to a disturbance allowance in May 2024 of £10 per adult and £5 per child per day. Intact paid 14 days disturbance allowance at a total of £210. But from my review of the claim notes, Mr M said he and his partner and two children should have been paid a total of £30 per day. For the period Intact have agreed this would be a total of £420. So, I consider that Intact needs to pay an additional £210 in order to conclude this period of disturbance allowance.

In respect of the second leak, Intact previously acknowledged the shower was unusable for two months and awarded compensation but no further disturbance allowance. I think that Intact should consider any additional inconvenience during this period and pay a further disturbance allowance based on how Mr M said he and his family were impacted.

Additional losses incurred

Mr M has outlined that once exploration holes were cut into his bathroom walls, these were left open during winter which meant there were draughts and resulted in higher heating bills. He's provided copies of energy bills which he said shows an increase from the period the holes were in the walls against the previous year's winter. I accept Mr M's property was left in a poor state of repair at this stage. But I also have to consider that energy bills vary and are not always a reliable measure. Total costs can increase due to unit costs rather than usage alone and there may be unrelated increases that can't be accounted for. As such, I consider that the fairest way to resolve this issue is through the compensation award I intend to make.

Overall claims handling

I've considered Intact's claim notes and I think there were long delays in 2023 and 2024 before works began. And I also think there was further confusion around whether snagging works had been completed and what was causing the leak – which Intact should have tried to conclude much earlier. I can also see Intact failed to supply call recordings promptly, which Mr M said were very important in showing that the second leak was as a result of the first set of contractors, and also re-appointed their second contractors when they specifically said they would be instructing a different firm. Overall, I consider the Intact's claim handling was poor overall - so I think a sum of compensation is justified to reflect the impact this would have had on Mr M. Intact has paid a total of £1,250 in compensation, and I will consider whether I think that's enough to put things right in my conclusions below.

What was the impact

Mr M has provided detailed submissions over how Intact's handling of this claim affected him and his family. I think it's clear this claim and how Intact handled it has had a significant and prolonged impact. What should have been a straightforward claim for repairs to a leaking shower has resulted in months of disruption, with Mr M and his family unable to use their bathroom as intended. He's described the process as being incredibly stressful and said it has affected his sleep at times. And I don't underestimate that living without a functioning shower for many months would have been a major inconvenience, particularly when considering the practical limitations his partner's spine condition posed.

I think the available evidence demonstrates the works took far longer than expected, and the snagging works have also caused further problems to be resolved. Mr M has had to repeatedly chase contractors, rearrange work commitments, and adjust his schedule around cancelled or delayed visits. And he's also had to spend time documenting the poor workmanship with photographs and videos and raising concerns with both Intact and their appointed contractors.

Having considered all the evidence, I'm satisfied Intact caused unnecessary delays and service failings, and they have accepted this. That means I'm satisfied a compensation award is appropriate here. I've weighed up the testimony provided by Mr M, the available evidence, and the length of time the claim took overall. Having done so, I'm satisfied a total compensation award of £1,750 is a fair and reasonable way to recognise the distress and inconvenience caused. This means Intact should pay an additional £500 on top of what they have already raised, in addition to a further disturbance allowance of £210.

I appreciate this may not be the level of compensation Mr M might have hoped for, and it may not ultimately change matters for him, given the larger concerns over the claim process itself. But I consider it to be in line with the level of compensation appropriate to these issues, and I'm satisfied this produces a fair and reasonable outcome in this particular complaint.

Putting things right

As things currently stand, I acknowledge that the relationship between Mr M and Intact's second contractors during completion of the snagging works. I think this is understandable given the amount of time that has elapsed in trying to get these works concluded. So, in line with my duty under DISP 3.6.1 - to determine a complaint by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case - I think the fairest way to resolve this complaint is for me to outline a pragmatic solution.

Mr M has outlined that he would like for Intact to complete the outstanding works required to conclude the claim. So, I think Intact should appoint an independent contractor to complete the works required to finalise the claim. For the avoidance of doubt, this should include the works resulting from the first escape of water, as well as any damage caused by the second leak, which I find on balance was due to the first contractor's actions. The works should also include snagging and rectification works that were agreed as being not up to standard as a result of Intact's contractors.

In the alternative, should a suitable contractor not be available, I would consider it fair and reasonable for Mr M to provide two comparable quotes to have the works completed, and for Intact to cash settle the claim at Mr M's reasonable contractor rates. If this option is chosen, Intact would need to pay Mr M a cash settlement reflecting the reasonable cost of reinstating his property to the condition it was in immediately before the insured event and subsequent poor rectification works. Settlement should be based on independently obtained quotes for the necessary works and should include VAT if Mr M is not able to recover it."

I concluded that I was intending to uphold the complaint in part. I said I would direct Intact to appoint an independent contractor to complete the works required to finalise the claim, as well as pay a total of £1,750 compensation, a further £210 for disturbance allowance, and consider whether any further disturbance allowance was due. I asked both parties to provide a response to my provisional findings.

Intact responded and said they had no further comments to submit. Mr M also responded and said he accepted my provisional findings but wanted to clarify that his energy rates had remained consistent across both winter periods, and asked what period I had based my additional disturbance allowance period on.

As both parties have now had the opportunity to respond to my provisional findings, I will set out my final decision below.

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, and because I have received nothing further to consider, I maintain the same conclusions I reached in my provisional findings, which now become my final decision.

While I acknowledge that Mr M says his energy daily charge and unit costs were the same over both winters, I remain satisfied that the fairest way for me to resolve this issue is through the compensation award I proposed. While Mr M has provided copies of total bills across the periods, I haven't seen evidence of unit breakdowns and there remains the possibility that there may be some unrelated increases that can't be fairly accounted for.

And in respect of the disturbance allowance I proposed, I said in my provisional findings that Intact agreed to a disturbance allowance in May 2024 of £10 per adult and £5 per child per day. Intact paid 14 days disturbance allowance at a total of £210. But from my review of the claim notes, Mr M said he and his partner and two children should have been paid a total of £30 per day. For the period Intact have agreed this would be a total of £420. So, I consider that Intact needs to pay an additional £210 in order to conclude this period of disturbance allowance.

Any further periods Mr M has raised but not been paid for, including his submission that he was told to stop using the shower in August and told in March to get it fixed, would need to be considered by Intact in line with my direction to consider whether further disturbance allowance is due.

My final decision

For the reasons I have outlined above, my final decision is that I uphold this complaint in part. I direct Intact Insurance UK Limited to:

- Appoint an independent contractor to complete the works required to finalise the claim. These works should include the damage caused by both the first and second leaks, as well as rectification of poor remedial works.
- Pay a total of £1,750 compensation for distress and inconvenience, less any sums raised.
- Pay a further £210 for disturbance allowance for the 14-day period identified.
- Consider whether further disturbance allowance is due in relation to loss of use of facilities.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Miss P to accept or reject my decision before 17 October 2025.

Stephen Howard
Ombudsman