

The complaint

Mr and Mrs P are unhappy with the way Intact Insurance UK Limited (“Intact”) dealt with a claim on their home insurance policy after an escape of water.

Mrs P has acted as the main representative during the claim and complaint process. So, for ease, I’ll refer to any actions taken, or comments made, by either Mr or Mrs P as “Mrs P” throughout the decision where appropriate.

What happened

Mrs P discovered water damage at her home and, with the help of a plumber, found that her shower tray was cracked and leaking. She made a claim on her home insurance with Intact.

At first, Intact told Mrs P that her policy had been cancelled. She complained, and Intact later agreed to consider the claim. That earlier issue has already been dealt with separately by our Service. This decision looks only at what happened afterwards.

Once Intact agreed to look at the claim, they appointed a loss adjuster. But they didn’t tell them that Mrs P had accidental damage cover. This led to confusion when the adjuster spoke to Mrs P about the claim. The adjuster also arranged for a contractor (which I’ll call “R”) to carry out a moisture survey, but Mrs P didn’t think this was needed as her property was already dry.

Mrs P was unhappy with the way the claim was being handled, and with Intact’s position that the cracked shower tray itself wouldn’t be covered. She said the damage must have been caused accidentally when her children were playing in the shower, and she provided photos of the tray. So, she complained.

Intact partly upheld her complaint. They said the cracking looked more likely to have developed over time because the tray lacked proper support and couldn’t see evidence of accidental damage. But they accepted this couldn’t be confirmed without a physical inspection. They offered to arrange for R to inspect the tray, or to review a report Mrs P obtained herself. Intact also accepted they hadn’t communicated clearly with their adjuster. They apologised and paid Mrs P £100 compensation.

Mrs P wasn’t satisfied and asked our Service to look into the complaint. Our Investigator thought Intact needed to do more. He thought the damage had more likely been caused accidentally.

He didn’t think Intact had shown it was due to poor workmanship or gradual deterioration, or that Mrs P would’ve known about it. He agreed the damage needed to be assessed but thought a moisture survey wasn’t necessary. He also recommended Intact pay Mrs P a further £100 compensation for poor service.

Intact didn’t agree, and so the complaint was passed to me to decide.

I reached a different conclusion to our investigator. I thought Intact's offer to resolve the complaint was fair, and I issued a provisional decision setting out why. I said:

"The scope of my decision

Mrs P's claim has generated two separate complaints. The first concerned whether cover was in place at all and has already been decided by an ombudsman. I cannot revisit that.

My decision here relates only to Mrs P's second complaint – namely, whether Intact acted fairly when considering the shower tray damage and the service it provided.

Mrs P has said she'd like me to consider the entire claim from end to end. But my powers limit me to considering the issues presented to Intact that gave rise to their second final response letter – and I can't consider what's happened after that letter was issued. If Mrs P is unhappy about what's happened since, she'd need to make a new complaint to Intact.

The shower tray

The key issue is whether Intact acted fairly when they declined to cover the cracked shower tray without inspecting it first.

Mrs P believes the tray was damaged accidentally when her children were playing in the shower. That's a plausible explanation, but there's no direct evidence to confirm when or how this happened. The photos don't establish an accidental cause, and I've not seen any statement from her plumber supporting this.

Intact suggested the damage happened gradually or as a result of faulty design because the tray lacks proper support. These are plausible explanations. But Intact haven't provided persuasive evidence to prove them.

Because both explanations are possible, I don't think either side's account can reasonably be preferred without further evidence. This highlights why a professional inspection of the tray was essential. It's the only reliable way to establish how the damage most likely happened, and whether it should be covered under Mrs P's insurance policy. Without that, Intact didn't have enough information to fairly decline to cover the shower tray.

That said, once Mrs P complained, Intact reviewed the matter and offered to send company R to carry out a physical inspection – or to consider a cause-of-damage report obtained by Mrs P. I find that this was a fair and reasonable way of putting the claim back on track.

While Intact shouldn't have declined to cover the tray without inspecting it first, I'm satisfied their later offer to arrange an inspection (or to review Mrs P's own report) was the correct next step to resolve the matter fairly. So, I intend to tell Intact to proceed with this.

Delay and claims handling

I recognise Mrs P has been without the use of her en suite shower for some time, which I appreciate must have been frustrating and inconvenient, particularly with young children. I've carefully considered the extent Intact should be held responsible for this.

The first conversations with the loss adjuster took place in early October 2024. At that stage, Intact should've arranged an inspection. But in their final response of mid-November 2024, they clearly explained that they were offering to arrange an inspection or to review a report from Mrs P. From that point, Mrs P was in a position to accept the offer in order to progress the claim. So, while I accept there was some unnecessary delay before the final response, I don't think it's fair to hold Intact responsible for any ongoing delay afterwards – especially as I can't say whether the shower tray damage is covered anyway.

I note Intact failed to inform their adjuster that Mrs P held accidental damage cover, and this caused avoidable confusion. There was also repeated communication about the moisture survey which added to Mrs P's frustration. Intact accepted these shortcomings, apologised, and paid £100 compensation.

In my view, £100 is in line with what we would usually award to recognise the distress and inconvenience caused in cases like this. I'm satisfied this amount fairly reflects the impact on Mrs P, so I don't intend to award more. Mrs P has said we should award a lot more compensation, but I think £100 is fair to recognise the issues Intact were responsible for.

Managing expectations about cover

Mrs P has said that Intact misled her into believing the shower tray would be covered. I've listened to the call Mrs P had with Intact in early October 2024 when the claim was set up. The agent explained he would appoint a loss adjuster, and the claim would need to be assessed to determine what was covered. While the shower tray was discussed, I'm satisfied the agent set Mrs P's expectations correctly that coverage could only be decided after assessment.

Mrs P has said she was told in an earlier call that the claim would be covered in full. But the call I've listened to made clear that the claim needed to be assessed first, and Mrs P acknowledged this at the time, and didn't raise concerns about anything she'd been told before. So, I don't find that Intact misled her about cover.

The moisture survey

Mrs P felt that a moisture survey wasn't necessary because her home was already dry. I understand her concern, but I don't think Intact's position was unreasonable. They were entitled to make sure the property was fully dry before agreeing repairs that they'd have to guarantee. That was a professional judgement for Intact and their contractors to make.

Conclusion

In summary, while Intact were wrong to initially decline cover without an inspection, they corrected this by offering in their final response to inspect the tray or consider a report from Mrs P about the cause of the damage.

They acknowledged their service shortcomings, apologised, and paid £100 compensation, which I consider fair and proportionate. Taken together, I'm satisfied that this offer was enough to put things right, so I intend to tell Intact to act in line with their offer and provide the inspection or consideration of a report from Mrs P.

I should add that Intact won't be able to carry out the inspection if Mrs P doesn't allow access to the property. So, if Mrs P would like Intact to carry this out using one of their contractors, she'll need to let Intact know and allow access for this."

Responses

Intact said it had nothing further to add.

Mrs P provided further comments. She said £100 of compensation isn't fair given everything that's happened, including being without the use of her en suite shower for over a year. She described £100 as insulting for the time she's lost dealing with the matter.

Mrs P also said Intact had told her on several occasions that they'd come to inspect the damage and would repair everything. She said she had understood the shower tray would also be repaired, but Intact are refusing to do this.

Mrs P said she would like Intact to cash-settle her claim so she can arrange repairs herself. She said that even if Intact won't cover the shower tray they should still pay for the damage caused by the escape of water.

As both parties have responded, I now consider it appropriate to issue my final 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.

I've thought carefully about the further points Mrs P has raised, but they don't change my overall view of the complaint. I'll explain why.

I accept Mrs P has been without the use of her en suite shower for a long time. But in deciding what's fair, I can only look at events up to Intact's final response of 13 November 2024. Intact were responsible for some delay in October 2024, because they should've arranged an inspection before declining cover. But once their final response clearly offered to arrange (or accept) a cause-of-damage inspection, I'm satisfied this was a fair way to progress the claim. From then on, it was open to Mrs P to take this forward, so I can't fairly hold Intact responsible for the ongoing lack of repairs beyond November 2024.

I've also considered what Mrs P has said about Intact's earlier assurances. As I explained in my provisional decision, I've listened to the relevant call, and I'm satisfied Intact explained the claim needed to be assessed before cover could be confirmed, and Mrs P acknowledged this. I haven't seen convincing evidence that Intact promised to repair the shower tray without an inspection. Their later offer to inspect the tray was consistent with this, so I don't find Intact misled Mrs P.

Mrs P said she'd like Intact to cash-settle her claim, at least for the water damage. I haven't seen evidence that Intact refused to cover this during the period I can consider, though I accept the shower tray would've needed to be repaired to prevent further damage.

If Mrs P would like Intact to cash-settle the water damage only, she'll need to raise this with them directly, as I haven't seen that this was part of her complaint prior to Intact's final response in November 2024.

Finally, I've considered Mrs P's comments about compensation. I accept Intact caused inconvenience and frustration. They didn't arrange an inspection when they should have, they failed to tell their adjuster about accidental damage cover, and there was too-frequent contact about the moisture survey. Intact apologised and paid £100. That's in line with what we usually award in similar cases, so I'm satisfied it fairly reflects the impact during the

period I can consider. I've weighed Mrs P's comments, and I acknowledge her frustration, but I'm not requiring Intact to pay more.

I recognise this will be disappointing for Mrs P, but for the reasons I've set out I'm satisfied Intact's offer and compensation represent a fair outcome in the circumstances.

In all, I've considered the matter again and my opinion hasn't changed. So, the findings of my provisional decision, and my additional comments here, now form my final decision on the matter.

My final decision

Intact Insurance UK Limited have already made an offer to resolve Mr and Mrs P's complaint. They've paid £100 compensation and offered to inspect the shower tray to determine the cause of damage and any liability, or to review a cause-of-damage report obtained by Mr and Mrs P. I think this offer is fair in all the circumstances.

So, I direct Intact Insurance UK Limited to act in line with this offer if Mr and Mrs P choose to accept my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 20 October 2025.

Chris Woolaway
Ombudsman