

The complaint

Mr A and Mrs A have complained about how Intact Insurance UK Limited (Intact) said it would settle a claim under a contents insurance policy.

What happened

Mr A and Mrs A made a claim for a leak from a radiator at their home, including for damage to a carpet. Mr A and Mrs A had matching sets cover and Intact said it would replace all the upstairs carpets. However, Intact later said it had made an error. It said it could find a like-for-like match for the damaged carpet and would only replace that carpet. Mr A and Mrs A were also concerned about Intact's choice of carpet company. So, Intact agreed Mr A and Mrs A could use their own carpet company and paid them a cash settlement.

When Mr A and Mrs A complained, Intact maintained it had offered a fair settlement for the damaged carpet. It accepted it had provided confusing information about replacing the carpet under the matching items cover. It offered £100 compensation for its error. In a further complaint response, it said it wouldn't replace the undamaged carpets.

Mr A and Mrs A complained to this Service. Our Investigator didn't uphold the complaint. She said Intact had applied the matching items cover fairly and in line with the policy terms and conditions. She said the carpet Intact's supplier had identified was a like-for-like replacement. So, the matching items cover didn't apply. Intact also agreed Mr A and Mrs A could use their own supplier and confirmed with the supplier the match it had identified. The cash settlement offered was fair. She said Intact had initially provided confusing information and advice. Intact had later clarified its position and the £100 compensation it offered was fair in the circumstances.

As Mr A and Mrs A didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

Mr A and Mrs A have said their damaged carpet had been discontinued and they wouldn't be able to find an exact replacement. They wanted Intact to replace all the upstairs carpet under the matching items cover. They were also concerned by Intact's customer service because, on a few occasions, they were told all their carpet would be replaced. Intact then said only the damaged carpet would be replaced.

I've looked at what the policy said about matching items cover. It said:

"If part of a matching set, pair, suite or carpet is lost or damaged by an event covered under your Contents Cover and we can't repair it or replace it with an item of the same colour,

make, model, material and size, we'll pay the cost of replacing the whole matching set, pair, suite or carpet, including any undamaged parts."

When Intact assessed the damaged carpet, it decided it was beyond economic repair. The carpet had been discontinued. So, Intact identified a carpet of the same style, quality and colour. It was also from the same retailer. I also note that when it told Mr A and Mrs A it would only replace the damaged carpet, it explained there was a door/ door bar between the damaged and undamaged carpets and so it considered the other upstairs carpets to be separate items. Having thought about this, I think it was fair it offered a like-for-like replacement for the damaged carpet only and that it said the matching items cover didn't apply.

Mr A and Mrs A didn't want to use Intact's contractor to supply the carpet. So, Intact spoke to Mr A and Mrs A's carpet company about the carpet it had identified. Based on that conversation, it was satisfied this carpet company was also offering a like-for like replacement. So, it said Mr A and Mrs A could use that company instead and agreed to pay a cash settlement for the amount it would have cost for its own carpet company to supply and fit the carpet. It then paid Mr A and Mrs A an additional amount, so the cash settlement matched their quote to replace the carpet themselves. I also think that was fair.

I'm aware Mr A and Mrs A have supplied evidence from their carpet company that says:

"Carpet is selected on a like for like bases as we cannot identify a flooring laid by another company, we can only look at the flooring down and supply choice on a like for like. So, for example, if you have a short twist, we will look at this pile and then identify if the carpet is manmade or wool mix. The colour of the carpet is very hard to colour match due to different batches even if the carpet was 2-3 weeks different in order times. If the roll is not from the same batch this would create a colour difference. So, to get a match throughout the carpet would need to be ordered for all areas."

So, I've thought about this. But it doesn't change my view about whether Intact's claim settlement was fair. I'm mindful the carpet company is one Mr A and Mrs A chose to use, despite Intact saying it could replace the carpet. Mr A and Mrs A's carpet company has said it can't identify a floor covering laid by another company and that it's very hard to colour match even different batches of the same carpet. It also appears to be saying that even if it was able to provide exactly the same carpet as the damaged one, it still wouldn't be a match if the carpet came from a different batch only weeks apart. I think this level of match is beyond what the policy says it will provide. It doesn't say it will provide a match to the exact batch. I also wouldn't consider it reasonable for me to require Intact to ensure all the upstairs carpet was from the same batch to settle the claim.

Intact was also able to identify a carpet from the same manufacturer as the original carpet. It spoke to Mr A and Mrs A's carpet company to satisfy itself that it was a like-for-like replacement and confirmed it was. I also note that in its complaint response, Intact explained there would be a slight difference in shade because the other carpets would have worn through use and faded with light exposure. The new carpet would be factory-clean and the pile wouldn't have been trodden down. I think it was reasonable for Intact to provide this explanation to aid Mr A and Mrs A's understanding of why the new carpet might appear different. I remain of the view that what Intact offered was fair.

Mr A and Mrs A were also concerned by Intact's customer service. Intact accepts it provided confusing and inconsistent information about the matching sets cover. I think it offering £100 compensation was fair in the circumstances to reflect the impact on Mr A and Mrs A.

As a result, I don't uphold this complaint or require Intact to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 22 December 2025.

Louise O'Sullivan
Ombudsman