

The complaint

Mrs C and Mr C complain about the amount Intact Insurance UK Limited (Intact) paid to settle the claim they made under their home insurance policy.

Mrs C and Mr C are being represented in this complaint by a relative, but as Mr C is the policyholder, and for ease, I've referred to him throughout.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In January 2024 Mr C contacted Intact to report a claim under his home insurance policy. He explained fireworks had struck his property and caused damage to the roof of his conservatory. Intact told Mr C this wasn't covered as he didn't have accidental damage to buildings on his policy. Mr C subsequently added this additional cover to his policy.

In October 2024 Mr C contacted Intact as he believed his claim had been unfairly declined. Intact believed Mr C's claim should have been accepted under the accidental damage section of the policy and so arranged for its supplier to inspect the damage.

Intact said its supplier had confirmed four polycarbonate sheets were damaged but due to the ageing and weathered condition of the conservatory, their replacement would likely damage the remaining glazing. And even if it were possible to replace the panels, it was unlikely they would seal properly, so the whole roof would need replacing. Intact offered a settlement of just under £750, minus Mr C's policy excess, for the cost of replacing the damaged panels. Mr C raised a complaint as he believed Intact should cover the cost to replace the whole roof of the conservatory.

On 23 November 2024 Intact issued Mr C with a final response to his complaint. It said it was only responsible for the damaged panels, and the rest of the aging roof was excluded as wear and tear. It said replacing the entire roof, including panels which weren't damaged, would be considered betterment and so its settlement offer was fair. It apologised for declining Mr C's claim originally and offered to pay him £250 compensation. Mr C didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. He said he thought Intact should cover the cost to replace the conservatory roof, or carry out the repairs itself as this was the only way to ensure a lasting and effective repair. He said it should pay Mr C a further £150 compensation bringing the total compensation due to £400.

Intact didn't accept our investigator's view. It said it had made an error and Mr C didn't have accidental damage to buildings cover at the time of the claim. It said Mr C's policy did include accidental damage of glass, and it could have accepted Mr C's claim under this section, but this would only cover the damage to the replacement panels which it had already offered a settlement for.

I issued a provisional decision about this complaint and I said:

'I want to acknowledge I've summarised Mr C's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr C and Intact I've read and considered everything that's been provided.'

Intact initially settled Mr C's claim under the accidental damage to buildings add on to Mr C's policy. However, it has said this was an error, and Mr C didn't have this cover at the time of his claim.

Based on the evidence provided, I'm satisfied Mr C didn't have accidental damage to buildings cover at the time of his claim. His renewal schedule from May 2023 shows he had accidental damage cover for his contents, but only had standard building insurance cover. I've listened to a call he had with Intact in January 2024 in which he explained his claim had been declined and so he was looking to add accidental damage to buildings cover to his policy. Mr C was then sent an amended schedule which showed accidental damage to buildings cover had been added. As Mr D didn't have accidental damage to buildings cover at the time of his claim, Intact made an error when it settled Mr D's claim under this section.

Mr C has said he believed Intact accepted his claim under the fire peril, however I've not seen any evidence to suggest this was the case. Intact have said it wouldn't consider this to be covered under the fire peril as the evidence doesn't suggest the damage was caused by a flame or fire, but by the firework itself. Based on the report by Intact's supplier and the photographs of the damage, I think it's reasonable it hasn't accepted Mr C's claim under the fire peril section of his policy.

Intact has now said at the time of the claim Mr C's policy did include cover for accidental damage to glass fixed to and forming part of Mr C's home and it could have accepted Mr C's claim under this section. However, this section of the policy includes an exclusion which states:

'What is not covered

The replacement cost of any part of the item other than the broken glass.'

So, the cover under this section is limited to the glass which is broken. I'm not necessarily persuaded Mr C's circumstances are covered under this section of the policy. However, Intact have said whilst the damaged panels aren't glass, it could accept Mr C's claim under this section of the policy, so I don't intend to interfere with this.

As this section of the policy only covers the replacement cost of the broken glass, I think it was reasonable for Intact to pay Mr C a settlement to replace the four panels which were damaged, not the whole roof.

Intact has acknowledged it hasn't handled Mr C's claim as well as it should have done and has offered Mr C £250 compensation. So, I've considered whether this is reasonable to acknowledge the impact to Mr C.

I think the way Intact has handled Mr C's claim has caused him some distress and inconvenience. It initially declined Mr C's claim before accepting it under the incorrect section of the policy. This has ultimately caused a delay in Mr C receiving an

appropriate settlement and has caused him some confusion around how his claim has been settled.

Based on all of the circumstances I think the £250 compensation Intact have offered fairly takes into consideration the impact its errors have had on Mr C. Therefore, I don't require it to increase the compensation it has already offered to pay.'

Intact didn't have anything further to add to my provisional decision but confirmed it had paid Mr C the £250 compensation it had previously offered. Mr C responded to ask whether he would still receive the settlement of just under £750 minus his policy excess Intact had previously offered.

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.

As neither party has given me anything further to think about, I see no reason to reach a different conclusion to the one I reached before. So, I don't uphold Mr C's complaint for the reasons I set out in my provisional decision.

Intact has previously offered Mr C a settlement of just under £750 minus his policy excess. If Mr C hasn't already received this settlement he should speak to Intact to arrange payment.

My final decision

For the reasons I've outlined above, I don't uphold Mrs C and Mr C's complaint about Intact Insurance UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 4 November 2025.

Andrew Clarke
Ombudsman