

The complaint

Mrs S complains that Intact Insurance UK Limited (“Intact”) unfairly declined a claim she made under her home insurance policy.

Mrs S is represented in this complaint by Mr S, who has been the main point of contact during the claim and complaint process.

What happened

Mrs S held a home insurance policy underwritten by Intact. She made a claim in October 2024 for a watch Mr S said he lost while walking his dogs. Intact declined to cover the claim and said they didn’t think Mr S lived at the property with Mrs S. They also outlined that Mrs S’s policy showed only her living at the property.

Mrs S raised a complaint which was ultimately referred to this Service. An Investigator looked at what had happened but didn’t recommend that the complaint should be upheld. The Investigator said Intact had asked Mr S for proof of residence at the insured property, but he’d only been able to provide a bank statement dated November 2023 and wasn’t able to submit any of the other types of documents Intact had asked for, such as a utility bill or council tax bill. The Investigator concluded that she didn’t think it was unreasonable for Intact to ask Mr S to provide a second document to prove he lived in the insured property.

Mrs S then raised a second complaint and said Mr S had additional evidence for Intact to consider in order to accept the claim. Intact considered Mr S’s new evidence, his driving license, but they said it didn’t change their stance on the claim because it was issued after the date of loss. But they did award £100 compensation in respect of a delay in reviewing the new evidence. Mrs S remained unhappy with Intact’s handling of the claim – so, she brought the second complaint to this Service.

During the time the complaint was being considered by this Service, Mr S provided further evidence he said would satisfy Intact’s request, including a phone bill, and an NHS hospital letter. Intact considered this new evidence but maintained it still didn’t satisfy them that Mr S was living at the insured property at the time of the loss. An Investigator looked at what had happened, including Mr S’s new evidence, but she maintained that the complaint shouldn’t be upheld. The Investigator said that the new evidence still didn’t support Mr S’s address at the time of the claim. She explained that the majority of the evidence Mr S had provided was either before or after the claim period.

Mr S disagreed with the Investigator’s findings. He said he had been disqualified from driving for one year previously and so he had to re-apply for his driving license, and this is why it showed a date of July 2024.

Mrs S asked for an Ombudsman to consider the complaint – so, it’s been passed to me to decide.

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.

The background details of this complaint are well known to both parties, so I won't repeat them again here. This means I won't comment on each and every point raised, but instead I'll focus on giving the reasons for my decision. I assure Mrs S and Intact, however, that I have read and considered everything provided.

The crux of this complaint comes down to whether Mr S can demonstrate he was living at the insured property at the time of the claim. Intact's position is that the evidence Mr S has provided doesn't satisfy them that this is the case. They specifically requested copies of proof of address documents dated within three to six months of the claim.

The main pieces of evidence I have taken into account when considering this complaint include Mr S's driving license, copies of bank account statements and hospital letters, as well as a TV bill. However, as the Investigator has already set out, the majority of these documents provided by Mr S are either not the type of document Intact requested, or they are not dated within the relevant period of the claim.

I can see Intact also arranged for a loss adjuster to provide a report following an in person meeting which highlighted that the loss hadn't been notified to the police and there were no photos from Mr B. Taken together, I think the lack of proof of residency and the claim details demonstrate why Intact was concerned about the validity of the claim. And on balance, I think their conclusion that there is no current proof of Mr S living at the insured address was, in my view, a reasonable one to reach when questioning the validity of the claim.

I've also considered Mrs S's other complaint points around how Intact handled the claim. While I acknowledge that there have been delays in progressing the claim, I can see Intact was requesting information to validate the claim. And I think they were entitled to request further information as it became apparent it would be needed to move things forwards when Mr S couldn't provide satisfactory proof of his address. And in respect of the delay where additional evidence wasn't reviewed once received; I can see Intact paid a sum of £100 compensation, which I find to be fair and reasonable.

Overall, having weighed up evidence provided by Mr S, I'm satisfied Intact acted fairly in their requests for proof Mr S lived at the insured property and that he hasn't been able to satisfy Intact of this. Ultimately, the onus is on Mr S to demonstrate that the claim he made is covered under the policy.

I don't doubt that this outcome will be disappointing for Mrs S, particularly given the difficulties Mr S has had in evidencing his address in order to validate this claim. But ultimately, I think Intact acted fairly when they declined cover for the claim. While I appreciate this won't be the answer Mrs S was hoping for, I'm satisfied it represents a fair and reasonable outcome to this particular complaint.

My final decision

For the reasons given above, my final decision is that I do not uphold this complaint.

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

Stephen Howard

Ombudsman