

The complaint

Mr C complains that INTACT INSURANCE UK LIMITED didn't carry out temporary repairs to his roof under his home emergency cover.

What happened

Mr C holds a home insurance policy with Intact. The policy includes home emergency cover.

A storm damaged Mr C's roof. He got in touch with Intact on 4 February 2025 to ask for temporary repairs, as there was rainwater coming into his home. Intact reviewed photographs of the damage and told Mr C on 6 February 2025 it wouldn't be able to complete any temporary repairs. Intact said this was because a scaffolding would be required which was outside the home emergency team's remit. It also said the whole roof needed fixing and this would cost more than the home emergency policy limit of £1,000.

Intact paid for the repair of Mr C's roof under his main buildings cover. But Mr C wants Intact to pay him £1,000 compensation for not carrying out the temporary repairs to prevent further damage. He provided an independent quote for £900 for temporary roof cover to prevent water damage into his home, showing temporary repairs could have been done within the policy limit.

One of our investigators reviewed the complaint. Having done so, she didn't think Intact had acted unfairly or unreasonably in the circumstances. So, she didn't uphold the complaint. Mr C didn't agree with the investigator's findings.

As no agreement was reached, the complaint was passed to me to decide. I issued my provisional decision in October 2025. Here's what I said:

"Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint."

Mr C's home emergency policy provides cover for roof damage as follows:

"Repairs necessary to make the roof of your home watertight and prevent further damage."

"As we must ensure that it's safe for the tradesperson to carry out the necessary repairs, repairs may not be possible in some adverse weather conditions."

Intact has said that the repairs to Mr C's roof would have required scaffolding, which is outside the home emergency team's remit. But it seems to me that it's likely any repairs to roofs would usually require scaffolding. So, this doesn't seem to me a reasonable argument to decline Mr C's claim, as his policy covers temporary repairs on his roof. I also can't see anything in the policy terms to say that repairs requiring scaffolding isn't covered."

Intact has also said that repairing Mr C's roof would have cost more than the relevant policy limit of £1,000. But the only cost it has been able to show has been the full repair cost. I don't think this is relevant to a temporary repair, such as temporary cover on Mr C's roof to prevent rainwater getting in and causing further damage.

Mr C has provided a quote that shows he would have been able to pay an independent contractor to install temporary roof cover within the policy limit. If Mr C paid for this, and he can evidence this, then I think Intact should reimburse the cost to him. So far, I haven't seen evidence to show that this was anything more than a quote. If Mr C did pay for the temporary repairs out of pocket, he should send evidence of the payment he made in response to my provisional decision.

Intact did pay for the full repairs on Mr C's roof under his building insurance cover. So, there hasn't been any financial loss to him, as he would have been able to claim for any damage that was caused. This would have included any further damage caused due to no temporary repairs being carried out.

As I don't think Intact has acted fairly and reasonably here, and Mr C could have arranged temporary cover on his roof within the policy limit, it's clear that Intact has caused him unnecessary distress and inconvenience, as well as loss of expectation. If Mr C didn't have the temporary repairs carried out, then I think Intact should pay him £150 compensation for the distress and inconvenience caused."

So, I said that subject to further evidence and submissions from both parties, I intended to direct Intact to either pay for any temporary repairs that Mr C paid for out of pocket or pay him £150 compensation for the distress and inconvenience caused.

Intact said it had nothing further to add, and therefore it agreed with my provisional decision. Mr C confirmed he hadn't suffered a financial loss, but he wasn't happy that he didn't get the cover that he'd paid for. Mr C wants Intact to now pay him the amount of cover he had, which was £1,000. He also said separately that £500 would fairly reflect the trouble he had to go through when his roof was open to the elements before the full repair was carried out.

As both parties have now had the opportunity to review and comment on my provisional decision, I'm issuing 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 agree with Mr C that Intact should have paid for the temporary repairs under his home emergency cover, for the reasons I set out in my provisional decision. Because it didn't, Mr C went through unnecessary distress and inconvenience when his roof was open to the elements until the full repair was carried out, and a loss of expectation when he didn't get the cover he reasonably expected. This is what Intact should pay him compensation for.

I appreciate it would have been frustrating and stressful for Mr C at the time. But he hasn't suffered a financial loss, and he was able to claim for any damage caused to his home under his main policy. Overall, I'm satisfied £150 is fair compensation for the distress and inconvenience Intact caused Mr C when it didn't carry out, or pay for, the temporary repairs on his roof.

Mr C says the home emergency cover should have been paid to him directly. However, I don't think I could fairly ask Intact to pay him anything under this cover because he hasn't suffered a financial loss.

Having considered everything again, I'm satisfied the conclusions I reached in my provisional decision are fair and reasonable in the circumstances. So, I've reached the same decision, for the same reasons.

My final decision

My final decision is that I uphold Mr C's complaint and direct INTACT INSURANCE UK LIMITED to pay Mr C £150 compensation for the distress and inconvenience caused.

Intact must pay the compensation within 28 days of the date on which we tell it Mr C accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% simple per annum.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 November 2025.

Renja Anderson
Ombudsman