

The complaint

Mr and Mrs H complain INTACT INSURANCE UK LIMITED trading as More Than ("Intact") hasn't handled a claim against their home insurance policy fairly.

What happened

In May 2023 Mr and Mrs H made a claim against their Intact home insurance policy following an escape of water. Intact accepted the claim. There have been several complaints about how Intact has handled the claim. I will briefly summarise them based on Intact's final response letters and the actions of this Service.

7 November 2023 – Intact accepted strip out works were delayed and there had been very little progress with the claim. It apologised, waived the £350 excess and said the claim would be progressed.

9 August 2024 – Intact said the claim had been put on hold for about five months due to Mr and Mrs H's personal circumstances but the claim progressed again from April 2024. Despite alternative accommodation ("AA") being considered unnecessary, Intact had agreed to fund it. Next steps on progressing the claim (repair or cash settlement) were in train. And Intact apologised for poor service and offered £500 compensation.

9 September 2024 – Mr and Mrs H referred a complaint to our Service. An Investigator considered what had happened between 7 November 2023 and 9 August 2024 (the time period he had the power to consider). He found Intact had let Mr and Mrs H down at times, but the compensation they'd been offered in recognition of this was fair and reasonable. The Investigator's findings were accepted.

27 November 2024 – following a further complaint Intact commented on some new concerns raised by Mr and Mrs H. It said while it was mostly satisfied with the service it had provided it had identified times when communication could have been better. It apologised and said feedback would be provided.

4 February 2025 – following a further complaint Intact addressed three main complaint points (set out below). It also apologised for some customer service failings and offered Mr and Mrs H £50 compensation.

- Mr and Mrs H found an email regarding AA threatening. Intact didn't think it was, but apologised if it had come across as such;
- A dispute over the scope of works. Intact said it was satisfied the necessary works were included and said the scope of works was in the process of being reviewed; and
- Mr and Mrs H's report of a leak in July 2024 didn't seem to have been a material issue and the matter was closed in the absence of further evidence to review.

20 March 2025 – Mr and Mrs H referred **this** complaint to our Service. They set out three complaint points which I'll summarise as follows:

- Intact won't lift and replace all the floor tiles in their utility room, and so they won't

- have a like for like replacement;
- Intact hasn't addressed the July 2024 leak; and
- Intact threatened them regarding AA and there is no coherent plan to resolve the claim.

24 April 2025 – Intact said it had reimbursed Mr and Mrs H for council tax up to March 2025 and would pay it up to June 2025. There remained a dispute over the scope of works, but an offer for a project manager to attend the property to discuss this was declined. And Intact said AA would end in June 2025 meaning the claim needed to progress, so a project manager visit was necessary, and it asked Mr and Mrs H to allow one to visit.

28 June 2025 – Our Investigator set out their findings and recommendation to resolve the complaint. He didn't find Intact had been threatening regarding AA, he considered a visit by a project manager to assess/discuss the scope of works was a fair way forward and he thought Intact should investigate the alleged leak. His recommendation to Intact was as follows:

- Pay Mr and Mrs H £250 compensation in total (so a further £200);
- Pay 50% of the costs of the utility floor replacement that wasn't damaged by the escape of water (on the provision of an invoice);
- Provide clarity on costs payable regarding AA and council tax to ensure Mr and Mrs H fully understand Intact's liability; and
- Review any evidence Mr and Mrs H provide regarding the leak they allege was caused by Intact's contractor.

In response, Intact:

- agreed to pay the compensation;
- said it had since agreed to pay to replace the full flooring in the utility room and increase the provision from £30 per m² to £40 per m²;
- agreed to do a full council tax and utility bill calculation on receipt of relevant evidence from Mr and Mrs H to ensure they receive what they're due;
- agreed to review the alleged leak; and
- agreed to review the scope of works based on a detailed estimate from a contractor.

Mr and Mrs H responded with many points which led to the Investigator liaising further with both parties. And in the meantime, the settlement being offered to Mr and Mrs H increased substantially while the claim itself progressed. This ultimately led to the Investigator issuing a revised recommendation. He said, in summary, it's not our role to manage claims and in his view the following should happen:

- Intact should prepare an up-to-date scope of works and explain in detail what its settlement offer consists of, ideally face to face;
- Mr and Mrs H should provide Intact with the council tax and utility bills information it's asked for so it can ensure they receive what they're due;
- Mr and Mrs H should provide evidence of the alleged leak (again, if they've already done so) so Intact can investigate; and
- Intact should pay Mr and Mrs H £250 compensation in total.

Mr and Mrs H didn't accept the Investigator's recommendation. They said they didn't want to meet people who'd terminated their AA without notice, they didn't understand the position regarding the alleged leak and whether this would be a separate claim, and they didn't understand why Intact wouldn't just pay them the £42.71 council tax they're yet to be reimbursed.

Intact accepted the Investigator's recommendation. It said upon Mr and Mrs H's acceptance it would arrange an appointment and pay the recommended compensation. The Investigator conveyed this to Mr and Mrs H. He said the visit would provide clarity on matters and help establish what remained in dispute. He offered to pause his investigation to await the outcome. Mr and Mrs H remained of the view a visit was unwelcome and unnecessary. They bullet pointed their concerns and their understanding of the current position.

As an agreement couldn't be reached, the complaint has 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.

In line with what appears to be Mr and Mrs H's preference, I will consider their concerns in turn, albeit not in the same order. I must however first make clear the scope of this decision is 10 August 2024 (the day after the period our Service previously considered) and 24 April 2025 (the date of Intact's most recent final response letter).

1. Alternative accommodation

I've reviewed Intact's email regarding alternative accommodation. Objectively, I find it concise and factual rather than intentionally threatening. Intact has apologised if it inadvertently came across as threatening. I see no compelling reason to require Intact to take any further action on this point.

Mr and Mrs H are dissatisfied with how the AA ended. They say, in brief, it ended with little notice and might have ended earlier than Intact intended due to a mistake. As this happened in June 2025 it falls outside the scope of this decision. Mr and Mrs H will need to complain to Intact in the first instance about this point.

2. Council tax and utility bills

Intact intends to reimburse Mr and Mrs H for costs beyond what they would have incurred but for the claim. Mr and Mrs H say it owes them about £42.71 for council tax. But they also say they've experienced higher water bills and the need to maintain two gardens.

Intact has offered to fully review Mr and Mrs H's costs, and to do this it needs evidence of their costs before the claim occurred so it has a baseline. I find Intact's approach is the proper one as it will ensure Mr and Mrs H aren't left out of pocket.

If Mr and Mrs H would simply like Intact to pay them £42.71 and not review their council tax and utility costs further, I find Intact should pay them that sum if they make that clear. I say this because it would be more convenient and cost effective for both parties.

3. The alleged leak in July 2024

As I understand it, this was a minor occurrence which little was made of at the time and Mr and Mrs H resolved themselves. I therefore find it understandable Intact took little note of it and didn't consider it necessary to take further action at the time. While Mr and Mrs H have provided a photo (which I don't think shows much) I'm not aware of any other evidence of a problem, or indeed a repair invoice. Intact has nevertheless agreed to investigate the 'leak' further upon (re)receipt of Mr and Mrs H's evidence. I find that's

fair.

4. The scope of works/settlement

There is a material dispute over the scope of works, and this is an evolving issue with Intact increasing the scope of works/settlement offer, and Mr and Mrs H remaining concerned about what is covered, what isn't covered (I understand there is some non-insured loss works involved) and what costs/settlement is reasonable.

It's not for me to act as a middleman between the parties, nor do I find I have the evidence available to me to make a final determination on the issues in dispute. It follows I'm not going to make any findings or directions on what the scope of works or the settlement should be. Instead, I have considered an appropriate way forward.

It seems to me the parties aren't that far apart, and it's primarily misunderstandings brought about by reliance on email communication and confusion - because of the various claim/complaint matters - which is holding things up. It's also clear Mr and Mrs H want a resolution to the claim, and Intact is open to working with them to achieve one.

Intact agreed for a project manager to visit in April 2025 (something I note Mr and Mrs H had previously asked for but then declined) and it's offering to do the same now. I understand Mr and Mrs H's reluctance. But I find a visit by a project manager to hash things out is a fair and pragmatic way forward.

While I recommend Mr and Mrs H allow the project manager to visit, I can't require them to. So, if they continue to decline a visit, Intact should review, explain and discuss the scope of works/settlement offer with Mr and Mrs H, either by phone or in another mutually acceptable way.

5. Queries

Mr and Mrs H have queried the position with the excess. Intact agreed to waive it, and while it may have at some point inadvertently suggested it remained payable, my understanding is the excess will not be payable as per Intact's previous commitment.

Mr and Mrs H have asked what 'FRL' means. It means 'Final Response Letter'. In brief, under the relevant rules the respondent (here, Intact) is required to issue an FRL in response to a complaint, which sets out its position and details for our Service.

6. Customer service

Intact accepted it could have provided a better customer service at times, apologised and paid them £50 compensation. The Investigator found the same and recommended Intact pay Mr and Mrs £250 in total (i.e. a further £200). Intact accepted this recommendation and Mr and Mrs H haven't argued against its fairness in a material way.

I find while holistically Intact has provided satisfactory service, there were times it let Mr and Mrs H down and this caused them some material distress and inconvenience. It follows I find compensation is appropriate and consider £250 (in total) is fair and reasonable in the circumstances.

My final decision

I uphold this complaint and require INTACT INSURANCE UK LIMITED trading as More Th>n to:

1. Arrange for a project manager to visit Mr and Mrs H to review, explain and discuss the scope of works/settlement offer. If Mr and Mrs H decline a visit, arrange to do the same by phone or in another mutually acceptable way;
2. Review Mr and Mrs H's council tax and utilities costs. If Mr and Mrs H want only £42.71, Intact should pay that amount. If Mr and Mrs H want more, Intact should complete a full calculation upon receipt of relevant evidence of costs;
3. Investigate the alleged leak in July 2024 upon (re)receipt of Mr and Mrs H's evidence; and
4. Pay Mr and Mrs H £250 compensation (in total) in recognition of the distress and inconvenience they were caused.

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

James Langford
Ombudsman