

## **The complaint**

Mrs T's complained about how Intact Insurance UK Limited have dealt with the claim she made after cracks appeared in her property.

## **What happened**

In 2022, Mrs T contacted Intact after she noticed cracks appearing in parts of her home. Intact started investigating the cause and determined the cause of the cracks to be subsidence caused by clay shrinkage and vegetation in the area. They said this would need to be reduced and/or removed and monitoring undertaken before repairs could be made. The claim is still ongoing.

Mrs T has made several complaints during the course of the claim about how Intact and their agents have dealt with her, the decisions they've made and about how long the claim has taken. Intact paid Mrs T £150 compensation in respect of poor service in 2023 but haven't upheld more recent complaints.

Mrs T brought all her complaints to the Financial Ombudsman Service at the end of June 2025. Our investigator considered what she'd sent us and concluded that we couldn't consider all her concerns because Mrs T hadn't referred the complaints to our service within six months of receiving Intact's final response letters. So she said we had no jurisdiction to consider the issues Intact addressed in their final response of 14 December 2024.

But she said we could look at the concerns they'd replied to in their final response dated 25 June 2025. Those complaints were that Intact had failed to address Mrs T's request for paper copies of correspondence sent to her since 2023, that they'd suggested she was in debt when that isn't the case and that they said she'd felt threatened by their contractor when she hadn't.

The investigator concluded that Intact hadn't provided paper copies of information previously emailed to Mrs T. She said this was a breach of rules set out in the Insurance: Conduct of Business sourcebook (ICOBS). And she said Intact had misinterpreted Mrs T's words about being threatened and had made assumptions about her financial circumstances – which showed they'd not listened to what Mrs T had said. The investigator said Intact should pay her £150 compensation and should provide the paper copies of the documents Mrs T had requested.

In response to the investigator's view, Intact provided a note of a call recording which they said evidenced that Mrs T had told them she had some financial issues. As a result, the investigator revised her conclusions and said Intact need only pay £50 compensation.

Mrs T didn't agree with the investigator's view. So I've been asked to make a 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.

Having done that, I'm upholding Mrs T's complaint for broadly the same reasons as our investigator did. I'll explain why in more detail.

But first, I confirm that I'm only considering the issues addressed by Intact in their final response from June 2025 because we have no jurisdiction to consider the earlier complaints. The rules governing what we can investigate are the Dispute Resolution: Complaints rules – known as DISP. DISP 2.8.2 (1) says:

*“The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:*

*(1) more than six months after the date on which the respondent sent the complainant its final response, redress determination or summary resolution communication....”*

As Mrs T didn't refer her earlier complaint within this timeframe, and hasn't suggested there were any exceptional circumstances which stopped her from doing so. So I'm satisfied we can't look at those issues.

In relation to the complaint that Intact didn't provide paper copies of information, Mrs T has explained that in about 2023, she ceased to have access to emails. So she asked Intact to provide paper copies of what they'd previously sent her by email. ICOBS 4.1A3 says:

*“Where the information is communicated using a durable medium other than paper or by means of a website, the firm must, upon request and free of charge, also send the customer a paper copy.”*

However, I've seen no evidence that Intact have complied with this request.

In relation to the quality of communication, I agree with our investigator that Intact appear to have misinterpreted Mrs T's words relating to some form of threat. From what I've seen, Mrs T said that Intact's agents threatened to take a particular course of action – not that they had threatened her personally.

I've also noted that Mrs T has objected to comments Intact made about her financial circumstances. Intact say their comments were based on a call Mrs T made to them providing this information. Mrs T strenuously disputes this and feels she's been defamed.

Where the parties provide completely contradictory testimony, I can't prefer one party's view over the other's. I acknowledge the strength of Mrs T's feelings on this point. But it's simply not something I can decide. If Mrs T wants to pursue this, she would need to take advice on the best way to do so.

### **Putting things right**

I've identified above that ICOBS imposes an obligation on Intact to provide paper copies of documentation to Mrs T if she requests them. She's made that request. So Intact should now provide her with what she's requested.

I also agree with our investigator that they should pay Mrs T £50 compensation in respect of the misunderstanding of the complaint she was made.

### **My final decision**

For the reasons I've explained, I'm upholding Mrs T's complaint about Intact Insurance UK Limited and directing Intact to:

- Provide paper copies of the documentation previously sent to Mrs T by email
- Pay Mrs T £50 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 20 March 2026.

Helen Stacey  
**Ombudsman**