

The complaint

Mrs L complains about the way Intact Insurance UK Limited ('Intact') dealt with an escape of water claim she made on her home insurance policy.

What happened

Mrs L raised a claim for an escape of water in July 2021. Intact accepted the claim and carried out reinstatement works. While works were largely completed, there were outstanding issues that Mrs L raised complaints about throughout 2023 and she remained unhappy with several aspects of Intact's handling of the claim. Those complaints were considered by this Service previously. She then raised two further complaints which Intact responded to in October 2024 and November 2024.

In the October 2024 final response, Intact said they agreed there had been further delays to the claim and outlined a list of snagging works which needed to be completed and awarded £500 compensation for distress and inconvenience. In their November 2024 final response, Intact addressed the outstanding concerns Mrs L had raised about the underfloor heating installed, and they said that they had previously agreed to complete works for free by way of apology for any issues caused by its installation. They also set out that the system had been tested and was confirmed as functioning correctly.

Mrs L remained unhappy with Intact's responses to her complaint – so, she brought it to this Service. An Investigator looked at what had happened and ultimately recommended that the complaint should be upheld in part. In respect of the majority of the issues Mrs L had raised, the Investigator felt Intact had acted fairly. But the Investigator did feel there was a visual difference between the replacement doors and Mrs L's existing doors.

Intact did not agree with the Investigator's findings about the replacement doors. They said they'd replaced the doors with like-for-like equivalents, and any texture differences would improve with time and redecoration. Mrs L also didn't agree with the Investigator's findings and said she remained unhappy with the way Intact had handled the claim.

I then issued a provisional finding on the complaint, and I said the following:

"I've intentionally summarised Mrs L's complaint in a lot less detail than she has presented it. No discourtesy is meant by this, and I want to assure both Mrs L and Intact that I have read and considered everything submitted in its entirety. As an informal dispute resolution service, our role is to focus on the main issues of a complaint in order to reach a fair and reasonable outcome overall.

This means I have only focused my decision on what I consider to be the key points of the dispute, which are the points Mrs L raised as part of her new complaint. These issues are underfloor heating, electrical sign-off and replacement sockets, skirting and replacement doors, payments towards boiler costs, as well as Intact's handling of the claim overall. I've referred to each of these points in turn below for ease of reference.

Underfloor heating

I've considered all the evidence both parties has provided about this issue, and I appreciate Mrs L is concerned the system was not installed in line with what was originally agreed. But I'm ultimately satisfied Intact took reasonable and proportionate steps to put matters right. Intact has provided evidence which shows the system was tested following installation and was confirmed as functioning correctly. While I appreciate Mrs L remains dissatisfied and concerned about the way the system was installed, I haven't seen any persuasive evidence which demonstrates the underfloor heating system was installed incorrectly or that Intact failed to meet their obligations under the policy. I'm also mindful that my role is not to redesign reinstatement works or to determine whether an alternative system might have been preferable in hindsight. So, taking everything into account, I do not find that Intact acted unfairly in relation to the underfloor heating system, and I therefore do not uphold this aspect of the complaint.

Replacement sockets and electrical sign-off

Mrs L says she wasn't provided with appropriate electrical sign-off documentation following the installation of replacement sockets and the under-floor heating system. But Intact has explained the electrical works they carried out as part of the reinstatement didn't require a full electrical installation certificate. They've also set out that the relevant checks were completed as part of those works, even though formal certification wasn't issued in the way Mrs L expected.

I can understand why Mrs L would want reassurance the electrical works were safe and properly completed. But I haven't seen any persuasive evidence which demonstrates to me the works carried out required additional certification beyond what Intact has already provided, or the absence of specific documentation means the works were unsafe or incomplete. I've also seen e-mail correspondence which sets out that, because the electrical works were not extending any existing items and were only replacing them, this meant additional electrical sign-off was not required.

On balance, I'm satisfied Intact has provided a reasonable explanation and that there's no persuasive evidence of ongoing risk or outstanding works which haven't been addressed. So, taking everything into account, I do not find Intact acted unfairly in relation to the replacement sockets or electrical sign-off, and I therefore do not uphold this aspect of the complaint.

Skirting and replacement doors

Mrs L has set out why she feels the dining room skirting wasn't installed correctly during the reinstatement works and feels this should be rectified by Intact. She says one end of the skirting is 10mm lower than the other.

Intact has explained the skirting works formed part of the reinstatement and any minor issues identified were addressed as part of the snagging process at the time. I haven't seen any persuasive evidence which demonstrates the skirting remains incorrectly installed or that there are outstanding works Intact failed to complete. And as the Investigator already set out, the evidence provided shows the skirting was removed and then refitted in line with the existing floor gradient, and Intact said they were unable to raise the floor more than its original height without affecting key fixtures such as electrical sockets or door linings.

While I understand Mrs L is concerned about the overall quality of the work carried out in her property, not every dissatisfaction with workmanship means an insurer has acted unfairly. Having considered the available evidence, I'm satisfied Intact has demonstrated the skirting was fitted at the correct height relative to the floor, and there is no indication of outstanding poor workmanship. I therefore don't uphold this aspect of the complaint.

Mrs L also says three doors were damaged during the reinstatement works and Intact agreed to replace them. However, only two were replaced and the third was repaired instead. Of the replacement doors, Mrs L says they are not like-for-like in either appearance or substance. She's explained her original doors are solid wood and smooth; and yet the replacement doors are not solid and have a visible grain. Mrs L has submitted that it would cost her £1,020 to replace the doors "like for like". In response, Intact has said they are satisfied the replacement doors are as close a match as they were able to provide and any visible grain will lessen over time as each new layer of paint is added.

I've considered everything both parties have provided about this issue but I think Intact hasn't acted fairly here. I say this for two main reasons. The first is that Mrs L is entitled to be placed back into the position she was in prior to the insured event and subsequent works. I understand Intact has not carried out a further site visit so hasn't been able to comment on the doors that were installed, but Mrs L's testimony is that the doors are hollow. So, if the replacement doors are not solid wood, then Intact has not properly indemnified her. In addition, I've considered the photographs provided by both Intact and Mrs L and I'm satisfied there is a visible difference to the finish of the doors. And while Intact has said this will reduce over time as the doors are decorated, I don't think this is a fair conclusion and will leave Mrs L with different finishes to her doors until an unknown future date when enough layers of paint have been added. I therefore uphold this part of the complaint, and I've set out how I think this complaint point should be resolved below.

Payments towards boiler costs

Mrs L explained that she felt Intact should cover the cost of making her boiler gas safety compliant following their reinstatement works. But I can see Intact has explained the boiler wasn't damaged by the escape of water and the cost Mrs L has referred to relate to routine certification and compliance, rather than a repair of insured damage. They also noted installation defects and deterioration of the boiler which they said occurred prior to the claim. The only item Intact did consider and fix was replacing the boiler cupboard door.

I appreciate Mrs L has said Intact's contractors installed a plug instead of a spur to the boiler and this caused the boiler to stop working. But I don't think the available evidence supports this conclusion. I've seen contemporaneous emails which confirms the existing boiler controls were not removed or reinstalled. Mrs L also refers to having spoken to British Gas who said the issues she was experiencing were likely to do with the receiver not the thermostat. So, as there's nothing I've seen to demonstrate, on balance, that Intact's contractors carried out any works on these items, I do not uphold this part of this complaint.

Claim handling and delays

I want to start by explaining how this Service looks at awarding compensation in complaints. Mrs L has said she feels Intact has caused her financial losses and has also asked for an apology. To be clear, this Service is not the industry regulator. We don't have the power to punish or fine businesses - that's the role of the Financial

Conduct Authority ('FCA'). Our role is to resolve individual disputes by deciding what's fair and reasonable for the people involved. We can award compensation for the impact businesses actions have had on the customer, as well as for direct financial losses. But those awards are intended to put things right for the customer; they are not designed to penalise a business.

Having considered all the evidence, I'm satisfied Intact caused delays and service failings at times, and they have accepted this. This means I do not need to make an extended finding on whether things went wrong. But a few examples include missed opportunities and poor communication throughout the claim, and I can certainly appreciate how repeated instances of errors would build up and would have caused upset, distress and inconvenience to Mrs L.

That means I'm satisfied a compensation award is appropriate here. I can see Intact has already paid a sum of £500, which the Investigator felt was fair and reasonable. So, I need to decide whether I think that's enough compensation. I've weighed up Mrs L's testimony, the available evidence, and the length of time the claim took overall. On balance, I think the compensation Intact has already paid is in line with what I would consider to be fair and reasonable in the circumstances of this particular complaint. And I find this sum reflects the scale of inconvenience Mrs L experienced, while still remaining proportionate and consistent with the way this Service approaches compensation awards.

I appreciate this may not be the level of compensation Mrs L might had hoped for, and it may not ultimately change matters for her, given the larger concerns over the claim process itself. But I consider it to be in line with the level of compensation appropriate to these issues, and I'm satisfied this produces a fair and reasonable outcome in this particular complaint.

Finally, I wanted to address Mrs L's submissions over asking Intact to provide an apology. I understand why Mrs L would want Intact to acknowledge their errors directly. But while I have no doubt Intact caused distress and inconvenience, requiring an apology is not something I would usually direct, as it often doesn't meaningfully change a customer's position. And if a business is compelled to issue one; it's unlikely to feel sincere. I think in this case, the combination of acknowledging failings and paying appropriate compensation is enough to recognise what went wrong."

I concluded that I was minded to direct Intact to replace Mrs L's doors with solid wood, smooth-finish like-for-like replacements. But I said alternatively, if Mrs L preferred, she could provide suitable evidence of the reasonable cost of replacing the doors and Intact could cash settle this aspect of the claim. I invited both parties to respond to my provisional findings.

Mrs L provided a detailed reply in which she maintained her stance on the majority of the complaint points she had raised, which were:

- The evidence did not demonstrate the underfloor heating system was installed, tested, and signed off to an appropriate standard.
- She maintained adequate testing and inspection was not carried out before completion of extractor fan and light fittings.
- The boiler spur beneath the kitchen sink had not been reconnected appropriately.
- No gas safety certification has been provided.
- The replacement boiler cupboard doors did not comply with gas safety requirements.
- Replacement skirting was fixed on a visible gradient, with an approximate 10mm

variance from one end to the other and should have been scribed to achieve a visually consistent result.

- Intact should be directed to provide solid wood doors on a like-for-like basis.

Following Mrs L's reply, I sent an email to Intact and said Mrs L had explained that "*where floors or walls are uneven, accepted practice is to scribe or pack the skirting to achieve a visually acceptable result. Simply fixing the skirting to follow a slope is not consistent with reasonable care and skill.*" I said in the circumstances, I considered this request to be fair and I intended to amend part of my provisional findings on this issue and to direct Intact to address the skirting and ensure an even and uniform finish was completed against the floor. I said that, given my direction over the replacement doors would require a carpenter to replace them, this would allow both issues to be resolved at the same time.

Intact then replied to my provisional update and asked whether any final items could be cash settled but had no further submissions for me to consider. So, as both parties have now responded to my provisional findings, I will set out my final decision below.

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 majority of the points Mrs L provided in response to my provisional findings were issues I am satisfied I have previously addressed and given a finding on. So, while I've considered those points carefully, I've reached the same overall conclusions I did in my provisional findings, save for the skirting boards which I explained above.

In respect of the underfloor heating system, I haven't seen any persuasive evidence which demonstrates the underfloor heating system was installed incorrectly or that Intact failed to meet their obligations under the policy. I appreciate Mrs L has asked for specific documents as part of the sign off process, but as previously outlined, I'm satisfied Intact has shown relevant checks were completed as part of those works, even though formal certification wasn't issued in the way she expected. And, because I understand that the underfloor heating system was installed by a contractor of Mrs L's choosing, it may be that she would need to request specific documents they hold directly.

In respect of the boiler issues, I maintain that there's nothing I've seen to demonstrate, on balance, that Intact's contractors carried out any works on the items Mrs L has raised. This means I am not satisfied the evidence demonstrates they would need to issue gas certificates or sign offs and so I do not uphold this part of this complaint.

Finally, in respect of the replacement doors and skirting board, Mrs L has provided updated photos of the skirting board issue and explained how she feels it needs to be rectified. She's explained the skirting would need to be scribed or packed to achieve a visually acceptable result. Having considered the new photos, I do not think this is an unreasonable request and I will direct Intact to make good this issue as part of final works. In relation to the doors, I maintain my previous findings and will direct Intact to replace the doors with solid wood, smooth-finish like-for-like replacements.

Putting things right

In order to conclude Mrs L's complaint, Intact should:

- Supply, install, finish, and paint solid wood, smooth-finish doors on a like-for-like basis.

- Make good the skirting board that is not level by scribing it in line with the existing floor gradient.
- Alternatively, if Mrs L prefers, she can provide suitable evidence of the reasonable cost of completing these works and Intact can cash settle these aspects of the claim.

My final decision

For the reasons I have given, my final decision is that I uphold this complaint in part. I direct Intact Insurance UK Limited to resolve the complaint in the way I have explained in the “Putting things right” section above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs L to accept or reject my decision before 27 February 2026.

Stephen Howard
Ombudsman