

## The complaint

Mr and Mrs P are unhappy with the unsafe conditions they were left in when work was carried out on their home in relation to a claim with INTACT INSURANCE UK LIMITED (“INTACT”) under their home insurance policy. Mr and Mrs P also raised issues of delay with the claim.

## What happened

Following an escape of water claim, INTACT appointed contractors to strip out part of the house and dry it.

Mr and Mrs P said after the strip out the contractors left the floor in an unsafe condition. They said the floor was unsafe, and they were left to walk on uneven and damaged floorboards. Unfortunately, their son tripped over on the floor, causing some damage to his face and leg. Mr and Mrs P also needed to tape over areas where nails were left exposed, to make sure they didn’t suffer further injury.

INTACT didn’t think it had caused delays with the claim. In respect to the unsafe flooring, INTACT said its contractor had offered to make it safe. However, INTACT said *“the concerns you’ve raised relate to the actions of [our contractor]. As they are an independent contractor, the law generally does not hold us responsible for any negligence on their part. If you believe there were failings that led to injury, we recommend raising these directly with the contractor involved. Given this, were unable to make a payment in relation to the injury you’ve described”*.

Mr and Mrs P want compensation for the distress and inconvenience experienced.

Our investigator decided to uphold the complaint. He thought there was evidence the floor hadn’t been made safe after the strip out, so he asked that INTACT pay Mr and Mrs P £200 for the “impact of the upset the incident caused him”. INTACT disagreed, so the case has been referred to an ombudsman.

## 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.

Mr and Mrs P accepted our investigator’s decision. Therefore, I’ve not felt it necessary to do a detailed analysis of whether there were any significant delays with this claim. At face level, the claim did seem to move at a reasonable speed. Drying out a property can often take longer than the average householder expects. I haven’t seen much to show the overall timeline isn’t unreasonable.

However, I do uphold the second part of this complaint. I find INTACT’s position on this a little odd. INTACT has a contract with the customer (Mr and Mrs P) and it appointed contractors to work on its behalf. INTACT is responsible for the workmanship of its contractors.

From reviewing the evidence, there is no doubt in my mind the property was left unsafe. The photographs back this up. INTACT's contractor didn't do enough to ensure the property was safe for domestic use after the strip out, especially given a young family were involved. I appreciate an offer was made later to "make safe" this area, but this was too late to prevent any distress being felt. The property was left in an unsafe manner due to the workmanship of INTACT's contractors.

It's clear from Mr and Mrs P's testimony this caused them some distress as they were concerned for the safety of their family. Unfortunately, Mr and Mrs P's young child had a minor incident and photos have been supplied showing his injury. I can imagine this was annoying and distressing for the family. Mr and Mrs P were inconvenienced by having to carry out their own mini risk assessment of the flooring and they taped up the floor to avoid further injury. Therefore, I require INTACT to pay Mr and Mrs P £200 compensation – for the distress and inconvenience caused.

If Mr and Mrs P feel the injuries to their child are more severe than I've suggested in my decision, if they choose, they can pursue a case of negligence directly with INTACT'S own contractor.

### **My final decision**

My final decision is that I uphold this complaint. I require INTACT INSURANCE UK LIMITED to pay Mr and Mrs P:

- Pay 200 – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 17 March 2026.

Pete Averill  
**Ombudsman**