

## **The complaint**

Mr B complains about Intact Insurance UK Limited, trading as RSA's handling of his home insurance claim.

Intact is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Intact has accepted it is accountable for the actions of the agents, in my decision, any reference to Intact includes the actions of the agents.

## **What happened**

In February 2023, Mr B made a claim on his home insurance policy with Intact after one of his properties was damaged by an escape of water. He had recently purchased another home in Scotland and was planning to sell the property that had been damaged.

There were significant delays in the progression of Mr B's claim. Drying and strip out works were completed in around July 2023 and reinstatement works were scheduled to commence in September 2023. However, the contractors failed to start work as planned and then refused to carry out the work altogether.

Mr B was given the option of accepting a cash settlement, but his preference was for Intact to arrange the repairs. There were further delays, and the reinstatement work didn't start until around April 2024.

In May 2024, Mr B was told the work was completed. But when he went to check on the property he found that not all of the work had been done and there were issues with the quality of the repairs that had been carried out.

After several months back and forth between Mr B, Intact and its suppliers, Intact paid Mr B a cash settlement for the outstanding work.

Mr B made several complaints over the course of his claim. His complaint about delays and poor service from July 2023 to 15 April 2024 has already been considered by our service.

Intact acknowledged there had been some further poor service from April 2024. It also acknowledged that Mr B's home emergency claim had been registered twice in error and there was a delay in rectifying this. It awarded Mr B a total of £1,125 in four final response letters dated 23 August 2024, 14 September 2024, 1 October 2024 and 11 February 2025. However, Intact wouldn't agree to cover financial losses Mr B said he'd incurred due to him owning the property for longer than planned. It also wouldn't agree to cover Mr B's travel costs.

Mr B remained unhappy and asked our service to consider his concerns. Mr B said Intact's delays in dealing with his claim had prevented him from selling his property, which was on the market prior to the escape of water event. He felt Intact should compensate him for financial losses as a result of this.

Our investigator recommended that Intact cover some of Mr B's utility bills, council tax, insurance, mortgage interest and travel costs. She recommended it compensate him for

losing out on an Additional Dwelling Supplement (ADS) reimbursement. She also recommended it pay him an additional £500 for distress and inconvenience.

Intact disagreed with our investigator's outcome. It didn't believe it should pay Mr B's costs for having a second home. It understood there were delays but these were costs Mr B would have had to pay even if the claim had progressed in a timely manner. It said there were times when Mr B would not allow Intact to start repairs unless it paid air fair costs for him to visit the property. These were not Intact's delays and were out of its control.

It said Mr B contacted Intact to register his claim in February 2023, but information our investigator had supplied showed it was listed for sale in March 2023. It didn't agree that Intact's delays would have caused a delay in the sale as the house was damaged at the time of placing it on sale.

It also commented that the property was placed on the market after the repairs at a lower price. It didn't believe any of its actions caused the property not to sell but the fact that the property was described in 2023 as being in good condition, but it clearly had water damage as this was at the start of the claim. It said Mr B had never made Intact aware the property was being sold.

Mr B said Intact confirmed it was aware he was trying to sell his property in its letters of 15 April 2024 and 1 October 2024.

Mr B said the equity on the insured property was significantly greater than the mortgage debt on his home in Scotland. The mortgage interest payments were an absolute lower bound on the financial loss incurred through the significantly delayed sale. He requested that a more accurate assessment of the loss be considered. He said the ADS reimbursement due before April 2024 would not have gone towards the mortgage settlement. He requested the inclusion of interest payments for the ADS dating back to the presumed reimbursement.

Mr B said there were many instances of travel necessary to support the claim's progress which would not have been incurred with fair handling.

Mr B queried the dates our investigator had used for the reimbursement of other costs associated with his unwanted second property.

Mr B said Intact refused to undertake repairs or pay the actual costs of repairing his heating system, which it was responsible for damaging. It would only pay the costs of their own contractors doing the work, while also refusing to appoint such contractors.

I issued a provisional decision on 8 December 2025 where I explained why I intended to uphold Mr B's complaint. In that decision I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Based on what I've seen so far, I intend to uphold Mr B's complaint. I'll explain why.*

*I've considered everything Mr B has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr B I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.*

*I thought it would be helpful to provide some clarity about the Financial Ombudsman Service's role and the scope of the complaint that I'm deciding. Our role is to resolve disputes between complainants and financial businesses, to help both parties move on. It isn't our role to handle a claim or to deal with matters as they arise.*

*In this decision I will be considering the concerns that Intact responded to in its final response letters of 23 August 2024, 14 September 2024, 1 October 2024 and 11 February 2025.*

*I'm aware that Mr B has brought a subsequent complaint to our service which relates to capital gains tax he feels Intact should cover. To be clear, this will be considered separately by our service. So, I haven't considered this in my decision.*

### Delays

*Intact has accepted responsibility for significant delays in the progression of Mr B's claim. There were some avoidable delays early on in the claim. For example, delays in testing Mr B's ceiling for asbestos, carrying out a trace and access and installing drying equipment.*

*Intact's contractors were due to begin reinstatement work in mid-September 2023, which were expected to take around one to two weeks. However, the contractors failed to turn up and refused to do the works.*

*I can see there was some discussion about a cash settlement, but Mr B said he would prefer that Intact's contractors carry out the work. Reinstatement work didn't begin until May 2024.*

*Mr B visited the property in early June 2024, after he was told the work had been completed. He found that some of the work was outstanding and there were several issues with the quality of the work that had been carried out. Intact has accepted that these were more than just "snagging" issues.*

*Intact has acknowledged that Mr B asked for a list of outstanding works but Intact wasn't able to get this from its suppliers despite numerous requests.*

*Mr B was offered another cash settlement in late September 2024. Mr B queried the amount that was offered and also raised concerns that it wasn't sufficient to cover the work. There were also some delays in Intact responding to Mr B's queries.*

*It looks like the claim hadn't yet been settled at the time of Intact's final response of February 2025. But my understanding is that the cash settlement was paid shortly after this, and Mr B arranged for repairs to be carried out.*

### Sale of insured property

*Mr B says the insured property was up for sale at the time of the escape of water event. He had purchased another property in Scotland a few months before the incident.*

*When our investigator issued her outcome to Mr B's complaint, she sent Intact a screenshot from a property portal which suggested the insured property was put on the market in March 2023. However, Mr B has since provided evidence to show that he signed a contract with an estate agent in December 2022 and a viewing was booked in for January 2023. So, I'm satisfied the insured property was on the market prior to the escape of water event in February 2023.*

*Mr B says he has incurred financial losses from owning the insured property longer than he would have done if Intact hadn't delayed his claim. I appreciate the costs Mr B is claiming for aren't covered by the policy. But when our service considers a complaint, we look to put the*

consumer back into the position they would have been in if it wasn't for the business's mistakes. I can tell a business to compensate a complainant for consequential losses resulting from its actions. So, I've gone on to consider the losses Mr B claims Intact is responsible for.

#### Additional Dwelling Supplement (ADS)

Mr B has provided evidence to show that he bought his second property in Scotland on 26 October 2022. In doing so he was required to pay an Additional Dwelling Supplement (ADS) because he already owned the insured property. At the time the ADS was 4% of the purchase price of the Scottish property which was £379,995. This means that the ADS was £15,199.80.

Mr B would have been entitled to a repayment of the ADS if he'd sold the insured property within 18 months of purchasing the Scottish property. This means Mr B would have been able to claim the £15,199.80 back if he'd sold his property before 26 April 2024.

I can see that Mr B put the insured property back on the market in March 2025 and this was sold around four months later in July 2025.

Our investigator concluded that if the repair works had been completed in September 2023, Mr B would likely have been able to sell the insured property by January 2024. However, there are several factors that would affect the sale of a property. So, I'm not persuaded that the property would necessarily have sold within the same time period it did, if it had been put on the market 18 months earlier.

However, I have thought about whether it is more likely than not that the property would have sold before 26 April 2024 if the works had been completed as planned. According to a reputable property portal, the average time from advertising a property to completion is around 25 weeks.

If the works had begun on the planned start date of 18 September 2023, they should have been completed by early October 2023. This would have given Mr B almost seven months to sell the property in time to claim the ADS repayment. Taking into account that there were also some delays earlier on in the claim, I'm persuaded that Mr B would likely have been able to sell the property in time to claim his ADS repayment. So, I think Intact should pay him the £15,199.80 he lost out on and add interest at 8% simple per year from the 26 April 2024 to the date the payment is made.

#### Council tax, utility bills and home insurance

Mr B feels that Intact should reimburse him the additional cost of utilities, council tax and home insurance he incurred because he owned the insured property for longer than he should have.

I've explained why I think it's likely Mr B would have sold the property before 26 April 2024, if Intact had dealt with his claim better. I've no way of knowing exactly when the sale would have gone through. However, the repairs should have been completed by early October 2023. As the average time from placing a property on the market to completion is 25 weeks, I think it would be reasonable to assume that the sale would have gone through by the end of March 2024.

For this reason, I think it would be fair for Intact to reimburse Mr B for his council tax, utility bills and home insurance premiums from 1 April 2024 until the date the property was sold as long as Mr B provides evidence of these. If Mr B provides this evidence within 28 days of us

telling Intact he accepts my final decision, Intact should also add interest to the reimbursements at 8% simple per year from the date the bills were due until the date the reimbursements are paid.

#### Mortgage costs

Mr B says he didn't have any mortgage costs on the insured property during the period of the claim. However, he believes Intact should compensate him for the interest on his mortgage for his Scottish property for the additional time he owned the insured property. He says the cash from the sale of the insured property would have been used to redeem the mortgage on the Scottish property.

We asked Mr B to provide evidence to show when he paid off the mortgage on the Scottish property. He told us he hasn't paid it off yet, but he overpaid on the mortgage following the sale of the insured property, so now less than 1% of the original loan remains outstanding. He said he can provide proof that the money from the sale would have been sufficient to redeem the mortgage in both January 2024 and July 2025.

Mr B has also commented that he doesn't think compensating him for only the mortgage interest payments are sufficient because the equity in the insured property was significantly greater than the mortgage debt for his Scottish property.

I understand Mr B feels he has lost out financially because there was a delay in him accessing funds from the sale of the insured property. However, he recently told us that he still has a mortgage on the Scottish property around seven months after it was sold. So, I'm not persuaded that he would have redeemed his mortgage if he had sold the property in 2024.

I appreciate Mr B might have used some of the money to overpay on his mortgage, which would have reduced the amount of interest he needed to pay. But I can't say with any certainty what Mr B might have done with the proceeds of the sale of the insured property if he'd sold it in 2024. I've also got no way of knowing what price he would have received for the property if he'd sold it sooner. So, it's not possible for me to quantify if he's better or worse off financially because of the delay in the sale.

I've been able to establish financial losses as a consequence of the delays in dealing with Mr B's claim with respect to the ADS, bills and insurance premiums. However, I haven't been able to do so when it comes to the interest on Mr B's mortgage repayments at his Scottish property. This doesn't flow directly from a delay in Mr B being able to sell his property. So, I'm not persuaded Intact needs to reimburse his mortgage costs.

#### Travel costs

Mr B feels that Intact should compensate him for some of the costs of travelling to and from his home in Scotland to the insured property. He says these trips wouldn't have been necessary if Intact had handled his claim better.

Intact wouldn't agree to reimburse him for these as there is no cover under the policy.

We asked Mr B to provide a list of his travel costs that he wished to claim for with reasons why he thought Intact was responsible for these, along with evidence of the cost he incurred.

Mr B said he would like Intact to reimburse him for the following trips:

- To allow contractors to survey the work in November 2023: £118.90.

- To allow Intact's loss adjuster to assess the work in January 2024: £125.40.
- For property maintenance and general upkeep in February 2024: £113.20.
- For the proposed duration of work in April 2024: £138.39.
- To assess progress/promised completion of work in June 2024: £86.08.
- To oversee promised completion of work in July 2024: £90.28.
- To support Intact in assessing outstanding work in August 2024: £174.69.
- To arrange quotes, etc., after Intact abandoned the claim in October 2024: £141.49.
- To complete the emergency heating repairs in January 2025: £130.70.
- To undertake some work abandoned by Intact in February 2025: £126.49.

*Mr B said he doesn't expect Intact to reimburse him for trips after February 2025 which were necessary for the sale of the property as most of these costs would have been incurred earlier as part of the normal sale process.*

*I can see from Intact's notes that its suppliers agreed to pay Mr B's travel costs up to £220 in November 2023. But Mr B says he never received the payment. We asked Intact for its comments on this and to provide evidence if it had been paid. However, Intact said it couldn't see when it had agreed to this in the notes. It could only see that it had paid Mr B two amounts of £160 in July 2023 and March 2024.*

*I think it's clear from the claim notes Intact sent to us that it agreed to pay Mr B's travel costs for the November 2023 trip. I can also see it chased its supplier to pay this in December 2023. So, I think it should pay him the £118.90 he is claiming for.*

*Intact says it offered to visit to carry out a review and repairs without Mr B needing to fly down if a key could be left. It says Mr B wouldn't agree to this. It's unclear from Intact's note exactly what discussions might have been had regarding this. According to the notes, contractors were supposed to install a key safe in April, but the appointment didn't take place. A key safe was installed in early May 2024, shortly before the reinstatement works started.*

*Mr B went to review the work in early June after he was told the works had been completed and found that there were multiple issues. So, I can see why he might think that was a wasted journey. Given the significant issues he'd experience, I don't think it was unreasonable for Mr B to want to be at the property to oversee any work carried out after that.*

*If the repairs had been carried out in September 2023, then the January 2024 visit wouldn't have been necessary so I think it would be fair for Intact to reimburse the cost he incurred here. However, I'm not persuaded it needs to reimburse him for the maintenance visit in February 2024 as this doesn't appear to relate to the claim.*

*I've also kept in mind that if repairs had been carried out in September 2023 as they should have been, it's likely that Mr B would no longer have owned the insured property from April 2024 onwards. So, I think it would be fair for Intact to reimburse the travel costs Mr B has listed from April 2024 to February 2025.*

*To summarise, I think Intact should reimburse all of the travel costs Mr B has claimed for in the list above with the exception of the February 2024 one, once it has received evidence of*

these costs from Mr B. If Mr B provides this evidence within 28 days of us telling Intact he accepts my final decision, Intact should also add interest to the reimbursements at 8% simple per year from the date the costs were incurred until the date the reimbursements are paid.

### Heating system

Mr B says Intact initially accepted responsibility for damage to the heating system at the property, before ignoring his requests to repair and then denying responsibility. Even after accepting responsibility, it said it would only pay him what it would cost for its own contractors to do the work, while refusing to appoint such contractors. He says it pointed to the existence of radiators for sale which were cheaper than what he was quoted, while neglecting that the installation would not be free.

I can see that Mr B told Intact he'd been given a quote for approximately £1,031 to cover the cost of the replacement radiator and flushing of the heating system. Intact responded to Mr B's email a few weeks later. It said it didn't have evidence to show the radiator was damaged. If evidence was provided it would consider it. However, £1,031 was excessive. After Mr B pointed out that the radiator was on the scope of works, Intact apologised and agreed it had been added. It said it still thought the cost Mr B had provided for the flushing of the system was excessive and it would require further costs from a different contractor.

Mr B provided a second quote but Intact didn't respond within a couple of weeks, so he sent another email saying he'd booked the works. Intact said it couldn't agree to either of the quotes Mr B had provided. It would have paid its own contractors £288 to complete the work, but it was prepared to pay Mr B £500 for flushing the system. It later agreed to increase this to £588 to cover Mr B's actual costs for the flushing.

Intact also paid Mr B £188.63 for the replacement radiator. It feels this is enough because it says a similar style comes in at around £100 to £150.

I appreciate Intact feels the quotes Mr B provided were excessive. However, if an insurer chooses to settle a claim by cash, we'd expect the amount it offers to reflect the cost to the consumer of getting the repair done. After Intact refused the first quote, Mr B provided a second one as requested. Intact delayed responding to this for almost two weeks. Given all of the previous issues and delays with the claim, I think it was understandable that Mr B went ahead and booked in the work. I understand that there was a shortfall of £386.77 in the settlement Intact paid Mr B for the heating system. So, I think it would be fair for Intact to pay Mr B this along with interest at 8% simple per year from the date it settled the heating system costs (in January 2025) until the date the outstanding amount is paid.

### Distress and Inconvenience

I've explained why I believe Intact is responsible for significant delays in the progression of Mr B's claim, as well as poor communication. This has caused him a great deal of distress and inconvenience, including the hassle of having to travel back and forth between his two properties a number of times. Mr B was caused a lot of unnecessary frustration and worry because of the delays and service failures.

Intact has also acknowledged some other service issues such as logging two home emergency claims instead of one, and a delay in resolving this issue. There was also a delay in providing information Mr B had asked for in a Subject Access Request.

While I haven't gone into detail about all of the issues complained of, I'd like to reassure Mr B I have considered the impact of these on him.

*Intact has paid Mr B a total of £1,125 compensation for distress and inconvenience for the period I am considering in this decision. This is in the range of what our service might typically award where the impact of a business's mistake has caused substantial distress, upset and worry over a sustained period of time. I think this sufficiently recognises the impact of Intact's poor service on Mr B. So, I don't intend to increase this."*

I set out what I intended to direct Intact to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

## **Responses**

Intact disagreed with my provisional decision. It said the original start date of September was only going to be delayed by a week, but Mr B said multiple times he wasn't comfortable with the contractors returning anyway. It had explained at multiple stages of Mr B's claim he had the option to receive a cash settlement and he could source his own contractor privately with the funds.

Intact said my decision appeared to have been made on the assumption that the claim would proceed entirely without complications and the property would sell within a tight six months. While it agreed there had been avoidable delays, it felt Mr B had been fairly compensated for these. At every stage throughout the claim, Mr B was aware of the 18-month deadline for the ADS payment, but Intact was not.

Intact provided comments on why it didn't think it should have to compensate Mr B for his travel costs. It said according to the policy wording, the property wasn't to be left unoccupied for longer than 60 days, so regardless, Mr B would have been travelling to the property whether a claim had occurred or not. The notes confirm Mr B said he was returning intermittently so these costs would have been incurred anyway.

Mr B also provided some further comments in response to my provisional decision. He questioned why the interest I was awarding for the ADS didn't start from the same date as the interest for the utility bills, council tax and home insurance premiums.

Mr B said he accepted that quantifying a financial loss which flows directly from the delay in the sale of the insured property was impossible. But he felt published models suggested it would be much more likely than not that a financial loss was incurred by delaying the sale. He said he would be happy for a conclusion that he would have paid off all but £1,000 of the mortgage on his Scottish property had he had the opportunity to in April 2024 and reduce the interest payment award by a corresponding amount of £50 a month.

Mr B said Intact hadn't made a payment for travel costs in March 2024 as it had claimed. The payment for £160 it had made in March 2024 was a belated reimbursement for electricity costs. Mr B provided some commentary about his travel in April 2024. He said Intact's claim that he had delayed resumption of work by demanding the payment of air fare would be a gross distortion.

Mr B said he accepted the travel in February 2024 was the hardest trip to justify. On 11 January 2024, Intact told him its contractor estimated a 4-week lead time from their costs being approved to their works starting. He could not have foreseen it would take nearly three months from this date for work to start. At the time, he had a reasonable belief that the work was imminent, and he would soon be able to relist the property for sale with new photographs. It was only later that efforts to prepare for listing became clearly futile. It was for this reason he felt the trip related to his claim.

Mr B said the shortfall of £386.77 in the settlement Intact paid him for the heating system included costs for travel for this work which Intact had refused to cover. As I had separately found that Intact should reimburse these costs, the shortfall should be reduced by £130.70 to avoid double counting.

Mr B commented that the compensation payments Impact had made from decisions issued in August and September 2024 included apologies and compensation for failing to respect his data protection rights. Intact paid only £850 for distress and inconvenience in regard to decisions issued in October 2024 and February 2025. He requested re-examination of whether £850 rather than £1,125 was appropriately placed in the range of an “award where the impact of a business’s mistake had caused substantial distress, upset and worry over a sustained period of time”.

### **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 appreciate Intact doesn’t believe it should have to compensate Mr B for financial loss resulting from the delay in him selling his property. It might not have been aware that Mr B was trying to sell the property at the time of his claim. And it probably wasn’t aware of the timescale in which the property needed to be sold for Mr B to be able to claim his ADS repayment. However, contrary to what Intact has said, I didn’t base my provisional decision on the assumption that the claim would proceed entirely without complications and the property would sell within a tight six-month deadline.

In my provisional decision, I noted there were some avoidable delays early on in the claim. For example, delays in testing Mr B’s ceiling for asbestos, carrying out a trace and access and installing drying equipment. Even with these earlier delays, Mr B would have had seven months to sell the property if the reinstatement works had been carried out in September 2023 as planned.

In response to my provisional decision, Intact commented that its notes state the original start date of September was only going to be delayed by a week, but Mr B said multiple times he wasn’t comfortable with the contractors returning anyway.

However, having reviewed the notes myself, I don’t think this fairly represents the situation. There is a call note from 18 September 2023 which says Mr B said the trades hadn’t turned up to start work that day and he wasn’t happy. It’s noted that Intact called its supplier who said the contractors had explained they now had all of Mr B’s material choices and could start work the next week.

While there are notes indicating Mr B was unhappy with the appointed contractors returning, there are further notes indicating Mr B was willing to accept the appointed contractors as long as they could start the next week.

It looks like Intact tried to get a start date from the contractors, but they weren’t responding. A note from 29 September 2023 says: “*The trades have refused to do the works*”.

In its final response letter of April 2024, Intact said: “*The appointed contractors failed to start the work as planned and then dropped out of the project entirely.*” Given the above, I think that more accurately describes the situation.

Intact did offer Mr B a cash settlement after the contractors failed to turn up. However, Mr B would have needed to get his own quotes and organise the work which would have taken

time. According to the notes, Intact's suppliers contacted Mr B and offered him a new contractor around the same time as the original contractors refused to do the work. So, I think it was understandable that he chose the option of having the work carried out by contractors appointed by Intact.

Intact has commented that Mr B was given the option of a cash settlement at multiple points in the claim, so he could source his own contractor. I can see that Mr B was offered a cash settlement at various points. But the delays that happened after the new contractor became involved were incremental. So, I don't think Mr B could reasonably have been aware that the work could have been completed sooner if he'd found his own contractor.

I've considered Intact's comments regarding Mr B's travel costs. I acknowledge what it's said about Mr B having to travel to the property because the terms of the policy meant that it shouldn't be unoccupied for more than 60 days. But most of the costs I think should be reimbursed were incurred after the date I think Mr B would likely have sold the property if it wasn't for Intact's poor claim handling. So, Mr B would no longer have been required to visit it.

Mr B hasn't claimed for some other travel costs he incurred after February 2025 which were necessary for property upkeep and sale progress. So, I think it's fair for Intact to reimburse Mr B the travel costs I set out in my provisional decision.

I acknowledge Mr B's comment about the start date of the 8% simple interest on the ADS seeming to be inconsistent with the date I used for the council tax, utility bills and home insurance. However, I have no way of knowing exactly when he would have sold his property if Intact hadn't delayed his claim. My aim was to put Mr B in broadly the same position he would have been if these delays hadn't occurred. I chose the end of March for the utility bills, council tax and home insurance as I thought the end of a calendar month would make things easier for both parties in sorting out reimbursements.

I don't think it's likely Mr B would have received the ADS repayment on the same date he sold his property, even if he had claimed for it straight away. It would have taken some time for it to be processed. So, I think it's reasonable to apply the interest from the date I've used.

I appreciate Mr B believes he is likely to be worse off financially because of the delay in being able to sell his property. I've considered the points he's made and his reasoning. Mr B might have been better off if he'd sold his property sooner and put some of the funds towards his mortgage and invested the rest. But there are lots of unknown variables. There isn't a quantifiable financial loss that flows directly from Intact's actions. So, I'm not persuaded to tell Intact to reimburse any of Mr B's mortgage costs.

I've considered Mr B's comment about his travel costs for the February 2024 trip. But I'm not persuaded that this visit relates to the claim. So, I don't think it would be fair to require Intact to reimburse him for this.

As Mr B has made me aware that the shortfall of £386.77 for the heating system repairs included £130.70 for travel costs, I have reduced this to £256.07 in my redress award to avoid Mr B being compensated for this twice.

I appreciate £275 of the compensation Intact paid Mr B was for issues relating to data protection. However, the remaining £850 still falls in the band of what our service would consider to be in the range of an award where the impact of a business's mistake has caused substantial distress, upset and worry over a sustained period of time. So, I think this is sufficient compensation for the impact of delays and other instances of poor service I've considered in this decision.

I appreciate that both parties disagree with some of the conclusions I reached in my provisional decision. But I have tried to be fair to both Mr B and Intact.

Intact has acknowledged failings in its service which resulted in significant delays to the progression of Mr B's claim. While I believe it has fairly compensated Mr B for distress and inconvenience, I think it should also accept responsibility for his financial losses as a consequence of its poor service.

It's not possible to put Mr B into the exact position he would have been if Intact had handled his claim as it should. But having considered all of the information available to me, I think the redress I'm awarding is fair and reasonable.

### **Putting things right**

Intact should:

- Pay Mr B £15,199.80 to compensate him for the ADS repayment he lost out on and
- Add interest to the above at 8% simple per year\* from the 26 April 2024 to the date the payment is made.
- Reimburse Mr B for his utility, council tax and home insurance premium costs at the insured property from 1 April 2024 until the date the property was sold upon the receipt of evidence from Mr B.
- If Mr B provides Intact with evidence of these costs within 28 days of us telling it he accepts my final decision, it should add interest to these reimbursements at 8% simple per year\* from the date the bills were due until the date the reimbursements are paid.
- Reimburse the travel costs Mr B has claimed for with the exception of the February 2024 trip, upon the receipt of evidence of these from Mr B.
- If Mr B provides Intact with evidence of these costs within 28 days of us telling it he accepts my final decision, it should add interest to the reimbursements at 8% simple per year\* from the date these costs were incurred until the date the reimbursement is paid.
- Pay Mr B £256.07 for the shortfall in his heating repair costs along with interest at 8% simple per year\* from the date it settled the heating costs (in January 2025) until the date the outstanding amount is paid.

\*If Intact considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr B how much it's taken off. It should also give Mr B a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

For the reasons I've explained, I uphold Mr B's complaint and direct Intact Insurance UK Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 January 2026.

Anne Muscroft  
**Ombudsman**