

The complaint

Mr and Mrs F complain about the way Intact Insurance UK Limited ('Intact') handled a claim they made on their home insurance policy.

Mr F has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, as those of "Mr F" throughout this decision.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again in detail here. Instead, I'll give an overview then focus on giving the reasons for my decision.

Mr F made a contents claim under his home insurance policy after one of his wife's earrings was lost. Over time, a number of issues arose during the handling of the claim where Mr F was dissatisfied over delays, confusion over Intact's appointed agents, alleged damage to the original stone in the earring, and dissatisfaction with settlement offers. Mr F raised a series of complaints and Intact issued final responses to those complaints.

In their most recent final response from February 2025, Intact explained that they would not be upholding the complaint in respect of Mr F's concerns with confirming whether an original turquoise stone had been fitted to a replacement pendant, as well as Intact's settlement offers to resolve the claim. Mr F remained dissatisfied with how Intact had handled the claim – so, he brought it to this Service.

An Investigator looked at what had happened but didn't recommend the complaint should be upheld. The Investigator first set out that, under the rules which govern this Service, only the points addressed in Intact's most recent final response could be considered. They said this was because earlier complaint issues which had been raised in final response letters from August and November 2024 respectively, had not been referred to this Service within six months. And in respect of the issues the Investigator said they could consider, they were satisfied Intact had acted fairly and that the settlement offers they had put forward were reasonable in the circumstances.

Mr F did not agree with the Investigator's conclusions. He submitted detailed replies, the main points of which were that the complaint should be considered in its entirety rather than being limited to the points raised in the February 2025 final response, and that exceptional circumstances should apply to the complaint. Mr F maintained that Intact's agents had misled him about the handling of the claim and that Intact should be required to meet his jeweller's quote in full to conclude matters.

As the complaint is yet to be resolved, it's 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.

Having done so, I've reached the same overall conclusion as the Investigator, and I do not uphold this complaint.

As I explained above, I have internationally summarised this complaint, so I haven't repeated the history of what's happened in detail here. This isn't meant as a discourtesy, it simply reflects the informal nature of this Service. So, while I may not comment on each and every point made, I have taken it all into account when deciding what I consider to be fair and reasonable.

I should start by explaining what I will be considering as part of my decision. This is because Intact has issued several final response letters to Mr F's complaints, but only the most recent letter was brought to this Service within six months of being issued. The rules regarding this Service's jurisdiction and the types of complaints we can and can't consider are set out in the Dispute Resolution section of the Financial Conduct Authority's ('FCA's) Handbook and are available in full on the FCA's website. The relevant rule I have considered here is DISP 2.8.2 which states:

"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;"

Intact sent final responses to Mr F A in August 2024 and November 2024. However, Mr F didn't contact this Service to consider his complaint until June 2025, and after the February 2025 final response was issued. As this is more than six months after the final responses from August and November 2024 were issued, those complaints were not referred to this Service within the relevant period according to our rules.

A further rule, DISP 2.8.2R(3), says the time limit can be waived if I consider there to have been exceptional circumstances for the delay in Mr F referring the complaint to this Service. DISP 2.8.4 then provides an example of exceptional circumstances as where the complainant has been, or is, incapacitated. So, I consider this to be a high bar when determining if exceptional circumstances apply in Mr F's case.

I have carefully considered the points Mr F has put forward about exceptional circumstances applying to this complaint, including age, health, and the fact there were multiple complaint responses issued by Intact. However, I am not persuaded that these circumstances prevented the earlier complaint responses from being referred to this Service in time. The evidence I've seen as part of the claim history shows that Mr F was actively corresponding with Intact and pursuing his concerns during this period. And choosing to continue discussions with Intact, rather than referring matters to this Service to consider, does not in itself amount to an exceptional circumstance under the relevant rules.

Therefore, having considered the available evidence very carefully, I'm not persuaded I can apply the exceptional circumstances rules here. My intention here isn't to diminish what Mr F has experienced and gone through - but rather to highlight that while I understand he had his own reasons for why he didn't refer the complaints in time, I'm ultimately not persuaded that he was prevented from referring the complaints to this Service within the required timeframe.

As such, I'm satisfied that I can only consider the complaint issues that Intact addressed in their final response letter from February 2025. And that means the focus of my decision will be on whether or not Intact's agents fairly explained that the original stone was not going to be fitted into the replacement pendant, and whether it was fair for Intact to decline the jeweller's quote Mr F submitted and maintain their settlement offers to finalise the claim.

I've carefully considered the available evidence as part of this complaint, and, on balance, I'm ultimately satisfied that Intact's agent clearly explained that the original turquoise stone had not been fitted into the replacement pendant and gave reasons relating to colour matching. Following this call, there was another call, in which Mrs F asked for no further action to be taken until she and Mr F could come and inspect what had occurred. I'm satisfied that Intact agents complied with that request. As such, I do not find Intact's agents withheld information or acted in a misleading way towards Mr F and it follows that I do not uphold this aspect of the complaint.

In respect of the jeweller's quote Mr F has asked Intact to settle the claim with, I'm also not satisfied Intact has acted unfairly here. The policy terms allow Intact to repair or replace items, or to make a cash payment equal to what it would have cost them to repair or replace the item being claimed for. And where a cash settlement is requested instead of a repair or replacement, I think it is reasonable for an insurer to base that payment on the cost of a like for like replacement.

But the quotation provided by the jeweller was for an item of a higher specification than the original item claimed for, including 18ct gold rather than 9ct gold. I'm therefore satisfied this was not a like for like replacement of the insured item. And in those circumstances, I consider it fair and reasonable that Intact decided to decline to meet the jeweller's quote and instead maintained their own settlement offer of £1,200 in vouchers or a lower cash equivalent. I think this is consistent with how a reasonable insurer in the market would respond to a similar claim, and based on the evidence I've seen, I'm ultimately satisfied that Intact's offer reflects what they would have paid to replace the item on a like for like basis and is consistent with the policy's terms.

I appreciate this claim has been a lengthy and frustrating matter for Mr and Mrs F and I do appreciate their strength of feeling expressed in their submissions. However, within the scope of the issues I am able to consider as part of this complaint, I have not found that Intact acted unfairly or unreasonably. And as such, I do not uphold this complaint to require them to do anything further.

My final decision

For the reasons I have given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and X to accept or reject my decision before 18 March 2026.

Stephen Howard

Ombudsman