

The complaint

Miss J complains INTACT INSURANCE UK LIMITED (whom I'll refer to as "RSA") didn't settle a claim against her home insurance policy fairly.

Miss J is professionally represented. But for ease of reading I will refer to Miss J throughout this decision. References to RSA include the actions of its agents.

What happened

I issued a provisional 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.

Miss J had a home insurance policy with RSA. She made a claim against the policy for an escape of water. RSA said Miss J was underinsured so the claim was settled subject to average. Miss J doesn't want me to consider the underinsurance position or the way the claim was handled, which I understand may have been the subject of a previous complaint(s). Instead, she wants me to consider five specific points, which I will address in turn.

Cost of drying invoice

RSA paid about £900 for drying costs, and because the claim settlement is subject to average, about half of this was payable by Miss J. Miss J argues that isn't fair because she says some of the costs relate to monitoring and providing drying out certificates, which should be paid in full by RSA.

I've reviewed the invoice, and it includes what I would expect such as labour, work on rugs and the use of a dehumidifier. While some of the costs relate to surveys, that's part and parcel of drying works. As these are claim related costs, I find RSA can fairly treat them as such and therefore settle them subject to average.

Survey costs

When RSA said Miss J was underinsured, she commissioned her own rebuild value survey at a cost of £360. RSA agreed to pay £90 towards this cost as a gesture of goodwill. Miss J argues RSA should reimburse her the full cost because the survey was necessary to settle the claim.

Whether an insurer should reimburse the cost of a survey depends on the specific circumstances of why a survey was commissioned and what difference it made. I've been asked not to consider the underinsurance position or how the claim was handled, and these may have been the subject of previous complaint(s). It follows I can make no finding on this point.

Repair quote inflation

The claim was cash settled based on a repair quote RSA produced in March 2023. As I understand it, Miss J didn't accept the quote as the matter of underinsurance was still in dispute. In September 2023 it was agreed Miss J would commission her own rebuild value survey which was supplied to RSA in October 2024. This meant the March 2023 repair quote was out of date by the time the claim settlement was agreed.

RSA calculated quote inflation to be 1.76% (£77.91) and agreed to pay half of it, subject to average, meaning Miss J would receive about 25% (£19.45). And it says if Miss J had returned her survey within a reasonable time, it would have added the full inflation cost to the settlement. Miss J says the quote inflation should be closer to £160, and in any case, RSA has ignored its own claim delays and has double counted deductions.

As with the 'Survey costs' section above, I can make no firm findings on what delays were caused, by who and when. But it seems to me RSA is more likely than not correct in saying but for the delay with Miss J's survey, this issue wouldn't have arisen. So, I'm not satisfied RSA should have to contribute to the quote inflation. It follows RSA's offer of a contribution is fair and reasonable.

The chimney

Miss J was concerned her chimney was damaged by the escape of water and wanted RSA to instruct a specialist to inspect it. RSA's loss adjuster didn't think it was damaged by the escape of water. Miss J disputed this, and RSA asked her to provide evidence of the damage. Miss J says it was unreasonable for RSA to rely on a loss adjuster to decide fire safety and to put the onus on her to arrange her own specialist inspection.

A loss adjuster – someone suitably qualified to give their opinion on claim related buildings damage – reviewed the chimney and reported there was no evidence the escape of water had damaged it. In these circumstances I find it was reasonable for RSA to then ask Miss J to evidence her loss. In any case, this point seems to have fallen away as Miss J isn't seeking compensation and has said she has had a new fire fitted.

Christmas food

The escape of water was on 17 December 2022, so about a week before Christmas. Miss J says the escape of water meant she needed to throw Christmas food away and would like RSA to reimburse her £50. RSA has declined her request for a few reasons, most notably the food wasn't damaged by the escape of water, nor was the kitchen, and Miss J didn't need to leave the property. I find it was reasonable for RSA to decline Miss J's request because I cannot see there is a compelling reason for why the escape of water led to a loss of food.

My provisional decision

I don't intend to uphold this complaint."

RSA accepted my provisional decision. Miss J didn't provide any further comments or evidence for me to consider.

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.

In the absence of any further comments or evidence, I see no compelling reason to depart from my provisional decision.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 27 January 2026.

James Langford
Ombudsman