

The complaint

Miss A complains that Intact Insurance UK Limited ('Intact') issued a cash settlement to a joint policyholder's sole bank account, and later refused to supply her with copies of its correspondence with the same joint policyholder.

References to Intact includes its agents.

What happened

Miss A held a home insurance policy, underwritten by Intact, jointly with another party who I'll refer to as 'P'. Following a burglary at their home they made a claim on the policy to replace the stolen items. In April 2025 a settlement figure was reached.

In May 2025 Intact received contact from both Miss A and P and each gave a different instruction about the bank account Intact should pay the settlement amount to. Miss A asked for it to be paid to what she said was a joint account. P said it should be paid to the account the policy premiums had been paid from. Eventually, on 20 May 2025, Intact emailed both policyholders highlighting the conflicting instructions given. It said:

*"... Therefore as we are receiving mixed messages, we will not be issuing any payment until **you both** have provided written confirmation of which one account [sic] the money needs to be sent to and include the account number ... I await your reply."*
Emphasis added.

After further contact from P, Intact made the payment to the account the premiums had been paid from – I understand this was P's sole bank account.

In July 2025 Miss A became aware that the cash settlement had been paid to P and complained to Intact. She said they were separated and no longer had contact, and that all the stolen items claimed for had been hers. She considered Intact had been negligent and that the money should not have been released to P.

Intact partly upheld Miss A's complaint. It said it had discharged its liability by issuing the settlement to the account associated with the policy premiums and so wouldn't be issuing a further payment for the claim to Miss A. But it said it was sorry the agreement not to issue any payment until both policyholders had agreed where it should be made to, had not been adhered to. It acknowledged this had caused Miss A distress, apologised, and offered her £500 compensation. Intact also explained that it couldn't share records of P's communications with it, because Miss A has no entitlement to this data.

Unhappy with this response, Miss A referred her complaint to this service. She told us Intact had given money she'd been relying on receiving to P, and she wants to know how they got the funds. She explained she's no longer in contact with P and wants Intact to reimburse her.

Our Investigator considered Miss A's complaint, but she didn't think it should be upheld. She considered Intact's apology and offer of compensation fair and reasonable. Miss A didn't accept this.

As no agreement could be reached, the complaint has been passed to me to review afresh and decide.

The scope of this decision

When Miss A responded to our Investigator, she made it clear she's also unhappy about several other aspects of Intact's handling of this claim, which began in early 2024. I've explained separately to Miss A what she needs to do to pursue those complaint points, and she's responded to that asking the Financial Ombudsman Service to also look at those complaint points. I've asked our Investigator to respond to that request, but I won't be addressing those points here, in this decision.

For the avoidance of any doubt, this decision relates solely to the complaint raised by Miss A on 14 July 2025 and responded to by Intact in its final response letter dated 27 October 2025. Namely, Miss A's complaint that:

- The cash settlement was issued to the joint policyholder's sole account
- An agreement not to release payment until an agreement about the account it should be paid to had been reached, was breached
- She has not been provided with copies of the joint policyholder's communications with the business

These complaints are Miss A's complaints alone, not P's.

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, although I'm sorry to disappoint Miss A, I broadly agree with the Investigator's findings, and I won't be asking Intact to do more. I'll explain my reasoning against each of the three complaint points I'm addressing:

The cash settlement was issued to the joint policyholder's sole account

When an insurance policy is held jointly, either policyholder may act on behalf of both. After receiving conflicting messages from Miss A and P, and following its email dated 20 May 2025 asking for confirmation about the account, Intact received contact from P saying that the settlement should be paid into the account the policy premiums had been paid from.

It would be usual for an insurer to pay a cash settlement to the account details held on file for the collection of policy premiums. So, with P's confirmation that this is what they wanted to happen, payment to this account wasn't, in itself, unreasonable. Although Intact were clearly aware at the point of paying the settlement that Miss A and P had each said something different about where the money should be paid, I have seen nothing that leads me to conclude Intact ought to have known this was anything more than an issue of poor communication between them. I haven't seen evidence that Intact was, or ought to have been, aware there had been an acrimonious breakdown in their relationship. And I don't think Intact had any reason to believe that having paid the settlement to that account, Miss A would struggle to access it.

Whilst I am sorry to hear that communication between Miss A and P appears to have completely broken down, and she has not been able to access this money or replace her stolen items, I don't think it would be fair to hold Intact responsible for that in these circumstances. This is, essentially, a civil matter between Miss A and P, and not a dispute for Intact to mediate or resolve.

An agreement not to release payment until an agreement about the account it should be paid to had been reached, was breached

I have read the email Intact sent to both Miss A and P on 20 May 2025 which said the settlement wouldn't be paid until *both* had provided written confirmation of the account to pay it to. Following this email, Intact did not receive any jointly agreed written confirmation from Miss A and P and, after several weeks, it acted on P's confirmation alone.

I can appreciate that, given this email, Miss A was shocked to discover, in July 2025, that the settlement had been paid to P's account, and she was distressed. For this reason, I think it's right that Intact has apologised and paid Miss A £500 compensation. I think this acknowledges the considerable distress and upset Miss A was caused by Intact doing something it had said it wouldn't do. But I don't think Intact needs to do more.

Although Intact clearly caused Miss A distress by going against what was said in this email, I don't think, for the reasons I've explained above, that its decision to make the payment to the account held on file for the collection of policy premiums was unreasonable. It couldn't hold on to the settlement indefinitely and there was no obvious reason not to pay it as P instructed.

She has not been provided with copies of the joint policyholder's communications with the business

Miss A has told us that she wants to know how P got the funds. As part of her complaint to Intact she asked to receive copies of all correspondence and communications between Intact and P including emails, letters or call notes. Intact has declined to provide this information to Miss A without P's consent. In its final response letter, Intact explained that it's only able to provide Miss A with her own data. Miss A's position is that this was a joint policy and the decisions made affected her, so she's entitled to understand what information Intact relied on.

The UK General Data Protection Regulation gives people the right to find out what information is held about *them*. This is known as a right of access or subject access request ('SAR'). So, Miss A can make a SAR to Intact for her personal information, but she doesn't have a right to access P's personal information.

Any emails or other communications P may have exchanged with Intact are likely to be their personal information, and not relate to Miss A. As such, I don't think Intact is under an obligation to share these with her.

Overall, although I acknowledge that Miss A has experienced some difficult circumstances here and I know she'll be disappointed by my decision, I find no basis on which to direct Intact to reimburse the settlement payment she's been unable to access from P, nor share P's personal data with her.

Our Investigator will now be in touch with Miss A about the additional complaint points she'd like us to consider – those which are not covered by this decision.

My final decision

For the reasons set out above I don't uphold Miss A's complaint about Intact Insurance UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 10 April 2026.

Beth Wilcox
Ombudsman