

## **The complaint**

Mr F has complained about his let property insurer INTACT INSURANCE UK LIMITED (Intact) regarding repair work it undertook at his property, that it was done poorly and that this impacted him.

## **What happened**

Mr F made claims to Intact when there was a water leak at his property and his tenants had caused damage. The claims did not progress smoothly, a complaint came to the Financial Ombudsman Service and my fellow Ombudsman issued a decision in August 2025 (which considered matters up until November 2024).

However, whilst that complaint had been in progress with this Service, the claims with Intact had moved on. And Mr F made a further complaint about the on-going issues.

Repairs at the property had commenced in late 2024 and were expected to be completed in early 2025. Mr F was abroad at this time and returned back to the UK in April 2025, intending to live in his property whilst he put it on the market (with its sale having been on hold during the protracted claims). However, he found the repairs had not been completed to a satisfactory standard, with issues found in nearly every room of the property. He also found work undertaken in the area of the boiler had made it unsafe to operate, and he had to switch it off, making the property uninhabitable.

Mr F began dealing with Intact with a view to getting the repairs rectified. But he also put the house on the market. He accepted an offer for its sale on 4 July 2025. In late August 2025 Intact paid Mr F around £7,000 for the repairs – he accepted that sum but did not do any repairs. The house sale completed in November 2025. Mr F felt it should have sold for around £700,000, in the end the sale figure was around £70,000 less. He felt Intact was responsible for that loss.

Our Investigator considered Mr F's complaint. She felt she couldn't say much regarding loss of value or Mr F not being able to live at the property – as those topics had been discussed in the prior final decision. But she said Intact had let Mr F down during this further period of the claims. She said it should pay him £750 to recognise the distress and inconvenience its failures had caused.

Intact said it agreed with that. Mr F argued Intact's failures had directly caused the loss of value he'd incurred regarding the property's sale. He said his costs for living elsewhere should be considered here because they flowed from Intact's negligent repair of the property. He said he had stayed living elsewhere until Intact had paid the rework settlement to him. Mr F said he was looking for compensation in the "£1,000s" not "paltry £100s".

The complaint was referred to me for an Ombudsman's decision. I had our Investigator ask both parties some questions and also share some of my initial thoughts on the complaint with them. Two key points I made to both parties was that our prior decision and my fellow Ombudsman's findings would not prevent me, in this complaint, from considering the issues about loss of value and Mr F living elsewhere. In short, any comments my fellow

Ombudsman made were about the situation as existed in 2024 – and my review would consider a different time period and very different circumstances – the label of the issue may be the same but the subject matter is different.

I received answers and comments from both parties. Having reviewed that detail alongside the other available evidence, I thought Intact wasn't reasonably liable for any loss of value – but that it should be paying Mr F £800 as a disturbance allowance. I was satisfied the compensation recommended by our Investigator – of £750 – was fair and reasonable. So I issued a provisional decision to explain my views. My provisional findings were:

### “Loss of Value

*I've seen everything said and provided on this topic. Whilst I see Mr F draws a direct line between Intact's failure to properly repair the property and, what he sees as, a reduced sale value, I'm not satisfied that is the case. The repairs, whilst affecting most rooms of the property, were mainly regarding relatively minor issues. I haven't seen a priced scope of work from Intact – but I note Mr F had asked it to pay him around £7,000 in lieu of repairs and that is what it paid him. But he's then presented a potential £70,000 (a ten-fold increase on the repair sum) loss in sale value. It's difficult for me to see that £7,000 worth of repairs would most likely cause such a significant reduction in value.*

*Beyond that I note there doesn't seem to be an actual valuation for the property in its pre-damaged state. I know there was possibly a buyer interested in it before the claim repairs were undertaken, with the value put to that buyer being £675,000. But just because a property agent was prepared to put that sum to a potential buyer doesn't mean that is what the property was likely worth. And the property wasn't formally valued in 2025 either.*

*I understand that, in 2025 Mr F spoke to an auction house and received some advice as to value. But, he doesn't have that detail available to share. I know he also received advice from his estate agent – which said viewers of the property were suggesting they would only pay in the low £600,000s for the property. But we don't know enough detail about what was making them take that view. The estate agent, in an email to Mr F in June 2025 said: “A lot of the feedback is surrounding the price and condition of the property... a contractor would help but I think it would cost too much and take too much time to get it to the standard it needs to be. Plus, this would also be a rather expensive exercise.” But that does not evidence it was the condition of the property as a result of Intact's failed/poor repairs that was influencing the price/saleability of the property.*

*Having carefully thought about this matter, and having reviewed all of the available information and evidence, I'm not satisfied that Intact's poor work caused Mr F to suffer a loss of value when he sold his property without completing the repairs. I'm not intending to make any award in this respect.*

### Mr F living elsewhere

*Mr F thinks Intact's poor work caused him to have to live elsewhere. He thinks it should be responsible for his likely extra costs. In this respect I think there is a link between Intact's failures and the impact Mr F suffered. I note Intact would like to rely on the findings of my Ombudsman colleague in their prior decision. However, that decision looked at Mr F's need to live elsewhere due to its delay in handling the claim – and importantly, in a period before repair commenced.*

*In late 2024 Intact undertook work to repair Mr F's property. In doing that it entered into a contract for repair. In essence it made a promise to Mr F to reinstate the property. Intact broke that promise and the result of that was, when Mr F returned to the UK, he had to stay somewhere which was not his property.*

*I don't doubt Mr F had some additional costs in this respect. Likely costs which are difficult if not impossible to quantify. And those costs would have been avoided if Intact had kept its promise to reinstate Mr F's property. I'm satisfied that a reasonable way of remedying this is to require Intact to pay Mr F £10 a day from 15 April 2025 (the date he discovered the property was uninhabitable) until 4 July 2025.*

*I think Intact paying this sum until 4 July 2025 is fair and reasonable. I think Mr F had decided by this point that he was not going to reinstate the property and he was going to sell it in its damaged state. And on this date he accepted an offer from a buyer, to buy the property in its damaged state. In my view, the fact that after this date, the property remained damaged and in an unliveable state, flowed from Mr F's choice rather than directly from Intact's negligence.*

*That is a period of eighty days. So a total sum of £800 which I intend to require Intact to pay.*

### Compensation

*In my initial thoughts shared with both parties I said:*

*"I do think the £750 put forwards by our Investigator is fair and reasonable. Intact did fail Mr F, again, at this time. And I appreciate that would have been extremely frustrating for him given the history of the claim. Intact's failure also caused Mr F to have to go to a lot of trouble to try and resolve matters, including getting quotes for repair. However, this not insignificant upset was caused over a compressed period of around five months (April to August 2025). So taking the length of time upset was caused over here, £750 is a fair and reasonable compensation sum. I'd add this Service does not make punitive awards."*

*Neither party objected to what I said or raised any points for further review. I've nothing to add here. If my final decision remains the same, I'll likely require Intact to pay Mr F £750 compensation for upset caused."*

Both parties said they accepted my provisional decision.

Mr F though said there was one thing which remained outstanding – a water bill for the property of £137.58. He said some of this was standing charges – which he accepted he would have to pay. But in respect of water usage; he suggested Intact was reasonably responsible for 95% from its usage when it was repairing the property.

Noting this to be the one last point of issue between Mr F and Intact on this long running dispute, I had our Investigator put Mr F's points and the copy bill to Intact to see if it would agree to make a payment. Having considered the bill, Intact said it couldn't agree to make a payment at this time – but it would agree to consider its liability for water usage.

### **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.

Turning first to the water bill, I can understand that Intact has questions about this. I accept that whilst it is a small sum, it is a bill which has not been drawn to its attention before. Also that it reasonably needs to investigate the matter further before committing to make a payment under the claim. As this is a new issue, and not part of Mr F's original complaint, I'll leave it to the parties to deal with each other on this matter outside of our complaint process. And, to be clear, the matter of Intact's liability for this bill is not something I have considered as part of this complaint. So should Mr F be unhappy with any answer Intact gives on the water bill, he would be able to raise a further complaint, to it in the first instance, and then this Service.

In respect of my provisional decision on the complaint Mr F brought to this Service, I note both parties have accepted my provisional findings. So I've no need to review or revise matters and my provisional findings are now those of this my final decision.

### **My final decision**

I uphold this complaint. I require INTACT INSURANCE UK LIMITED to pay Mr F a sum of £800, as a disturbance allowance, and £750 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 25 March 2026.

Fiona Robinson  
**Ombudsman**