

## **The complaint**

Mr and Mrs G have complained about the way Fairmead Insurance Limited handled a claim they made on their home buildings insurance policy.

Mrs G has primarily dealt with things so, for simplicity, I'll refer to her only.

Reference to Fairmead includes its agents and representatives.

## **What happened**

As the circumstances of this complaint aren't in dispute, I'll summarise what's happened.

- Mrs G got in touch with Fairmead in September 2019 about damage to her home. The claim was accepted and Fairmead took steps to settle it. Mrs G moved into alternative accommodation and repairs began in early 2023.
- This Service previously considered a complaint from Mrs G about the way the claim had been handled, up to Fairmead's complaint response from February 2023.
- The claim continued and further problems arose. Mrs G made a new complaint about a number of points and Fairmead provided a complaint response in July 2023. Some of the points were resolved, but many of them remained outstanding.
- Our investigator thought Fairmead had acted fairly on each of the outstanding points, apart from the landing paint work. She said Fairmead should pay to repaint the landing and stairway to ensure a match and also pay £100 compensation. It agreed and offered to pay Mrs G £200 for the painting – or said she could provide a quote.
- Mrs G didn't agree with our investigator's view on the outstanding points, so the complaint has been passed to me.

## **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 agree with the position reached by our investigator. She addressed each of the outstanding complaint points in detail, so I won't repeat all of it here. Instead, I'll focus on the key points of dispute and summarise my opinion about them. I don't mean that as a discourtesy to either party – it simply reflects the informal nature of this Service and our aim to resolve complaints with minimal formality.
- The scope of this complaint is the way the claim was handled from February 2023, up to and including Fairmead's July 2023 complaint response. I'll focus on that and won't consider any other matters.

- I'll look at each complaint point in turn, using the same labelling as the investigator for consistency and clarity.

#### *Kitchen worktop joint*

- Mrs G was unhappy with the way the worktop joint had been left by Fairmead's builder. Fairmead agreed in its complaint response for the builder to redo this work to try to achieve a better finish.
- I'm satisfied that was a reasonable position for Fairmead to take. I understand the work has since been completed. If Mrs G is unhappy with the recent work, she's entitled to raise the matter with Fairmead.

#### *Landing paint work*

- Mrs G was unhappy the landing paint colour didn't match that in the stairway and said there were marks that needed cleaning. There was some dispute about how the paint colour was chosen and whether Mrs G or Fairmead was responsible for it not matching. But, after our investigator's involvement, Fairmead has agreed to pay for both areas to be repainted the same colour to eliminate the mismatch. I'm satisfied that resolves this complaint point fairly.
- It's open to Mrs G to accept the £200 Fairmead has offered for the work – or provide a quote for Fairmead to consider. Regardless, Fairmead has agreed to pay £100 compensation for the inconvenience caused on this point. It also paid for Mrs G to have a professional clean. I'm satisfied that was a fair response to this point.
- I understand Mrs G will provide a quote to Fairmead for the painting work. If she's unhappy with the offer Fairmead makes, she's entitled to raise the matter with it.

#### *Kitchen damage*

- Mrs G said some of the kitchen units had been damaged, either due to the way Fairmead's builders had acted and/or a water leak. Fairmead paid to replace the kitchen, 100% of the cost of the damaged parts and 50% of the undamaged parts.
- Fairmead's approach is consistent with that I would usually expect an insurer to take – and which is generally taken across the home insurance industry. And I haven't seen anything to suggest it wasn't an appropriate way to settle things in this case. So I don't find it unreasonable.

#### *Kitchen floor indentation*

- Mrs G said there was an indentation in the floor. Fairmead didn't think it was responsible for it but nonetheless agreed to pay £100 for the loss of appearance.
- I haven't seen any evidence to show that Fairmead's builder likely caused the problem. Or, if they did, that £100 would be an unreasonable response to it. I wouldn't expect Fairmead to pay to replace the entire floor, even if it were responsible for the indentation. So I'm satisfied Fairmead has acted fairly here.

#### *Copper pipes*

- Mrs G said pipework under the floor should be replaced. Fairmead didn't agree to do so. It had previously repaired the pipes and said there was no evidence the pipes had leaked since. It thought the pipes would only need replacing due to their age and condition, which would be a maintenance matter not covered by the policy.
- In certain circumstances, Fairmead may be responsible for putting right damage to the pipework. Usually that would be where the damage is insured under the policy – such as if it's been caused by subsidence – or if Fairmead's builders had caused the damage. But I haven't seen any evidence to suggest either of these things have happened since the repairs were carried out. And there's no evidence of leaks since then either. Whilst it may be prudent to replace the pipes given their age and condition, the policy doesn't cover that kind of maintenance related work.
- I'm satisfied Fairmead has acted fairly on this point.

#### *Damage to shower tray, hob, and fridge freezer*

- Mrs G says each of these items were damaged by Fairmead's builders. Fairmead said all of the damage was present before they started work, due to wear and tear, but agreed to check the fridge was level. It has since done that.
- Mrs G maintains the fridge isn't level, but I haven't seen any evidence to show that's the case – or that Fairmead is responsible if it is the case. Similarly, I haven't seen any evidence to show the other damage was likely to have been caused by Fairmead's builder. It *could* have been, but the photos show damage that could also be wear and tear as Fairmead has described.
- So, based on the information currently available, I'm satisfied Fairmead has acted fairly on this point.

#### *Garden fence*

- Mrs G said when Fairmead replaced a tree with a fence, it did so poorly, leaving it at an angle, and agreed to correct it. Fairmead said it had no record of agreeing to correct the fence and wouldn't do so as it had deteriorated over time.
- Fairmead replaced a fence in 2018. It says Mrs G didn't mention any concerns with it at that time, so its current condition is likely to be wear and tear. Mrs G disagrees and thinks the angle was a result of Fairmead not levelling the ground.
- The photos I've seen are inconclusive – the fence is at an angle, but this is many years after installation. If the fence was installed incorrectly by Fairmead in 2018, I would have expected that to become apparent much closer to that time. As it wasn't, on balance, I think the current condition is more likely to be wear and tear or gradual deterioration than an installation problem. And I haven't seen any evidence to show Fairmead agreed to deal with the fence. So I don't hold Fairmead responsible for it.

#### *Sofa*

- Mrs G said the water leak damaged her sofa. Fairmead said the damage was merely discolouration and that wouldn't have been caused by the leak. Mrs G doesn't agree, she thinks the damage is damp spots.

- I understand Mrs G says the sofa was in the area where the pipe leaked, so it *could* have been damaged by it. But I haven't seen any evidence to persuasively link the sofa damage with the water leak. The photos I've seen don't clearly show water damage. And I haven't seen any professional opinion to say it's water damage.
- So, based on the information currently available, I'm satisfied Fairmead has acted fairly on this point.

#### *Petrol costs*

- Mrs G asked Fairmead to pay for petrol costs. Some were in relation to alternative accommodation. Fairmead said the policy limit had already been reached for alternative accommodation. That means Fairmead isn't required under the policy to pay anything further in relation to alternative accommodation or associated costs.
- Other petrol costs were in relation to replacement taps. I understand Fairmead's builder replaced the kitchen taps, but Mrs G didn't think they were the right ones. She said the right ones couldn't be bought online, so she drove to a shop to buy them. She'd like those petrol costs to be paid.
- Fairmead had previously paid Mrs G £250 for petrol costs, despite exhausting the policy limit for alternative accommodation. Even if Fairmead were at fault for replacing the wrong taps – and it was reasonable for Mrs G to replace them herself, rather than asking Fairmead to do so – I haven't seen anything to suggest £250 doesn't cover her petrol costs.
- In these circumstances, I'm satisfied Fairmead has acted fairly.

#### *Claim handling and summary*

- Mrs G said there had been delays and poor communication, and continuing to deal with the claim had been stressful. Fairmead didn't agree it had caused any delays or communicated poorly.
- As a reminder, the scope of this complaint is the roughly six month period between February and July 2023. I can appreciate that it would likely have been frustrating for Mr and Mrs G to live through the claim during this time, given it began so long ago, it remains unresolved, and there are a number of issues involved.
- However, as set out above, I'm satisfied Fairmead has acted fairly and reasonably in the majority of the issues complained about. It's given Mrs G the benefit of the doubt in places, which I think is a reasonable approach to try to draw a long running dispute to an amicable resolution. And it's agreed to pay compensation for the paintwork issue, which I also think is reasonable in the circumstances. Beyond that particular issue, I haven't seen any significant delays or communication problems such that I think further compensation is warranted.

#### **My final decision**

I uphold this complaint.

I require Fairmead Insurance Limited to:

- Pay for the landing and stairway to be repainted.

- Pay £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 19 February 2024.

James Neville  
**Ombudsman**