

The complaint

Mr and Mrs G complain about the way Fairmead Insurance Limited handled a claim they made under their home insurance policy.

Reference to Fairmead includes their agents and representatives. And as she's primarily dealt with the complaint, for ease of reading, I'll refer to Mrs G only.

What happened

The circumstances aren't in dispute, so I'll summarise the background:

- Mrs G got in touch with Fairmead about damage to her home. The claim was accepted and Fairmead took steps to settle it. I understand the main repairs were completed in 2023 but a number of matters remained outstanding.
- This Service previously considered complaints from Mrs G about the way the claim had been handled, up to Fairmead's complaint response in July 2023.
- Mrs G later made a new complaint covering a number of different points and Fairmead responded to each point in March 2024 and paid £200 compensation for any delays and inconvenience caused since its previous complaint response.
- Our investigator said we wouldn't consider some of the points, as they'd been raised too late or we'd previously considered them already. For the points we would consider, our investigator thought Fairmead had acted fairly on all but one. She said Fairmead should pay for the cost of applying a silicon seal to the kitchen plinth. It agreed to do so and offered £50 for the work.
- Mrs G accepted that offer, but she thought Fairmead should also pay compensation for the delay agreeing to it. And she thought Fairmead should do more in relation to other points, particularly the patio and wall. As an agreement wasn't reached, 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 complaint points in detail, so I won't repeat it all. 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 July 2023, up to and including Fairmead's March 2024 complaint response. I'll focus on the

outstanding complaint points and won't consider any other matters.

Points we won't consider

- As our investigator has explained, there are some points we won't consider. Mrs G seems to have accepted that, but I'll briefly reiterate which points they are and why I haven't made a decision about them here.
- I previously made a decision about several of the points as part of an earlier complaint: damage to the fridge freezer, sofa, and garden fence, and the landing paint work. On this last point, Fairmead has since made an offer to Mrs G, which I understand she's accepted and has been paid.
- It wouldn't be appropriate for me to reconsider any of these points unless there was new, material evidence that would change my decision. I haven't seen any such evidence, so it follows that I won't reconsider these points.
- Mrs G has raised a point about the way the claim was handled in its earlier stages, which dates back to 2017 at the latest. Our investigator has explained the relevant timescales for referring a complaint to this Service and why this point has been raised too late. So I won't be able to consider it.

Patio and wall

- Fairmead paid Mrs G £3,000 toward the cost of patio and wall work in 2022. Mrs G doesn't think this is a fair amount, based on costs she later obtained from builders.
- In certain circumstances, Fairmead may be responsible for pay for the patio or wall, either entirely or in part. 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.
- I understand a builder working for Fairmead re-laid the patio many years ago. Mrs G considers it wasn't laid in keeping with the original patio. Fairmead had the matter reviewed by an engineer, unconnected to the builder. They didn't think there was a problem with the way the patio had been laid. Nonetheless, Fairmead agreed to pay for some of the patio to be re-laid to resolve this point of dispute.
- The wall was re-built many years ago by a builder working for Fairmead. I understand further work was carried out to the wall by a builder working for Mrs G, and the engineer considers a section of it to be poor standard. Fairmead agreed to pay for this section to be rebuilt.
- The engineer's opinion is independent to those who carried out the work, based on an inspection of the relevant areas, and has considered the history of the claim. And I haven't seen any other professional opinion that might challenge it. So I'm satisfied it's a persuasive opinion that would be fair for Fairmead to rely on.
- As a result, I consider Fairmead agreed to pay for a reasonable extent of work. And I've seen evidence of how it calculated the cost of that work. Whilst Mrs G has provided quotes, it's not clear the cost is greater for the same work Fairmead has agreed to pay for. So I'm not satisfied it's been shown Fairmead's payment was unfairly low for the reasonable extent of work.

- Overall, I consider Fairmead's offer on this point was fair and reasonable. It's given the benefit of any doubt about the extent of the damage its responsible for to Mrs G in order to resolve this point pragmatically and amicably, in my view. So I won't require to do anything further on this point.

Kitchen plinth

- Our investigator asked Fairmead to pay for the cost of applying a silicon seal to the kitchen plinth so it's put back the way it was prior to the damage, as Mrs G would like. Fairmead has agreed to do so, offered £50, and Mrs G has accepted it. So this point is resolved now.
- I know Mrs G considers it took more effort on her part to reach this agreement with Fairmead than it ought to have done. So she would like to be compensated.
- I note Fairmead paid £200 compensation in response to this complaint and I consider that's sufficient to include a contribution for this point. So I won't require it to pay any further compensation for the kitchen plinth.

Other points

- Our investigator explained why she didn't think Fairmead should take any further action in relation to the loose kitchen taps, damage to the kitchen/garden door and patio table, the leak from the kitchen sink, the alleged data breach, the tap disposal, and the concern about the camera. I've thought about these points and I've reached the same view as the investigator, for the same reasons. In summary, I'm not persuaded there's sufficient evidence to show Fairmead has acted unfairly. It's looked into the points and given reasonable responses. So I won't go into further detail or require it to take further action on these points.
- Fairmead also offered £130 for the living room and kitchen ceiling painting, £85 for the curtain track and £200 compensation. Our investigator explained why she didn't think Fairmead should pay more for these points. I've thought about these points and I've reached the same view as the investigator, for the same reasons. I haven't seen evidence to show the costs of the painting or curtain tracks are greater than this. And I consider £200 is a fair and reasonable amount of compensation for the distress and inconvenience Fairmead has caused within the scope of this complaint. So I won't go into further detail or require it to take further action on these points.
- Fairmead said in its complaint response it would issue a Certificate of Structural Adequacy – but not a guarantee against future subsidence damage.
- When dealing with the subsidence claim under the policy, Fairmead was responsible for carrying out repairs that are lasting and effective. Amongst other things, that meant stopping the subsidence movement to stabilise the building and putting the damage right for a reasonable period of time.
- I haven't seen anything to suggest Fairmead may have failed to carry out such a repair. The policy doesn't say it will completely eliminate the risk of subsidence in the future, so I wouldn't expect Fairmead to guarantee that subsidence could never return. That's in line with usual industry practice and is reasonable in my view.
- If Mrs G finds this hasn't happened, she's entitled to get back in touch with Fairmead about it. I haven't seen anything to suggest that's the case at this time.

My final decision

I uphold this complaint.

I require Fairmead Insurance Limited to do the following, unless it has already done so:

- Pay £265 for snagging work (made up of £50 for the kitchen plinth, £130 for the living room and kitchen ceiling painting, and £85 for the curtain track).
- Pay £200 compensation.
- Issue a Certificate of Structural Adequacy.

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 14 January 2025.

James Neville
Ombudsman