

The complaint

Ms W is unhappy with how Fairmead Insurance Limited, trading as Legal and General ('Faimead') handled her home insurance claim and the quality of the repairs carried out.

In my decision, any reference to Fairmead also includes the actions of its associated agents.

What happened

The background to this complaint is well known to both Ms W and Fairmead. I won't repeat what is already known to both parties.

In summary, Ms W's property suffered an escape of water in February 2020. Fairmead accepted the claim and arranged for contractors to carry out redecoration works.

Fairmead say that due to a combination of the ongoing COVID-19 pandemic and associated restrictions, as well as delays caused by other (separate to this claim) plumbing works needed - the work took some time to complete. Ms W says that the work wasn't completed until September 2020 and she was unhappy with the quality of the work. Ms W raised this issue of poor workmanship with Fairmead.

Initially Fairmead said that as Ms W had told them she'd already had the necessary remedial works carried out, they'd consider invoices to cover her outlay and settled the claim. But at a later date Fairmead changed their position as they say Ms W clarified that the remedial works hadn't actually been carried out at that point. Fairmead proposed an alternative – that their contractors would reinspect the property and they'd look to rectify any areas identified as poor workmanship.

Ms W rejected this alternative proposal as she didn't want the contractors to return to her property and asked Fairmead to settle the claim by reimbursing her for the cost of the main remedial works - which totalled £350.

As Ms W was unable to resolve her complaint with Fairmead, she asked our Service for an independent review. Our investigator most recently upheld the complaint and recommended that Fairmead settle the claim by reimbursing Ms W £350. Fairmead didn't accept the recommendations so the complaint has been passed to me for a decision.

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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. However, I've given careful consideration to all of the submissions made before arriving at my decision.

The service provided when handling the claim

Ms W has expressed dissatisfaction at the length of time taken for the claim to be settled. I don't find that there were major avoidable delays that are solely the responsibility of Fairmead. This claim was impacted by two main issues - COVID-19 restrictions and another leak that required attention by a tradesperson not linked to this claim before work could proceed. When coming to my decision I acknowledge that delays caused for these reasons were beyond the control of Fairmead.

The ultimate settlement of the claim was also impacted by the confusion over whether or not Ms W had actually appointed her own contractors to carry out the remaining remedial works.

Overall, I don't find that the service provided by Fairmead was so poor or that they are responsible for any avoidable delays to the extent that compensation is warranted for this reason. I find that they listened to Ms W's concerns and tried to find an agreed way forward.

The settlement of the claim

As Fairmead accepted the claim and agreed to the works, I need to decide if they've fairly settled the claim. Based on the evidence I've seen - which includes contemporaneous photographs of the area of the property Fairmead's agents worked on during and after the works were completed, I'm persuaded that the repairs were not completed to the standard that Ms W reasonably expected. Therefore, I don't find that they have fully or fairly settled this claim.

When reaching this finding I've kept in mind what Fairmead have said about the existing condition of the property prior to the works commencing. But it remains that a number of areas including a wall were not in keeping with what was there before or finished to an acceptable standard.

I accept that Fairmead tried to get Ms W's agreement to send their contractors to inspect the work and rectify the issues Ms W was unhappy about. I also understand why Ms W may have had reservations about agreeing to this given her previous negative experience with the quality of their work. I don't think this was unreasonable of Ms W.

Given the relatively small amount being claimed for here – when considered against the costs to Fairmead for the original works *and* because I'm reasonably persuaded that the repairs weren't of an acceptable standard to Ms W, in this *specific case* I find the fairest and most reasonable way to settle the claim is for Fairmead to pay Ms W £350.

This is the amount that she's said she had to pay a third-party contractor to carry out the main remedial work for the wall in question and provided supporting evidence of. I've also noted that she hasn't claimed for all of the costs related to *all* of the remedial work - for example, separate remedial costs for some of the paint work in the kitchen and the flooring haven't been claimed for.

When reaching this conclusion I've kept in mind the relevant policy terms - but also the time and costs likely involved in having the property re-inspected - as well as the end result more likely than not being the same. I'm satisfied that although an in-person inspection is generally preferred, the photographs provided by Ms W go far enough in this specific case to show that the works weren't completed to the expected standard and therefore Ms W wasn't fully indemnified for her claim.

I've also noted that in their final response letter Fairmead proposed that Ms W send them *“...photographs of the areas of concern at the time works were completed and the report/invoice from your contractors, which should identify what the issues were and what*

was needed in order to rectify these.” So I don’t consider my direction to be unfair or outside the range of reasonable outcomes in this complaint.

Putting things right

Fairmead should now pay Ms W £350 to fully settle this claim.

My final decision

I uphold this complaint. Fairmead Insurance Limited trading as Legal and General should now follow my direction as set out under the heading ‘Putting things right’.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms W to accept or reject my decision before 4 April 2022.

Daniel O'Shea
Ombudsman