

The complaint

Mr Z complains Fairmead Insurance Limited have unfairly declined his buildings insurance claim.

All references to Fairmead also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my decision.

My provisional decision

I issued a provisional decision on 16 June 2022. In my provisional findings, I said:
"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 don't think Fairmead acted unfairly in declining the claim for storm damage to the roof, for these reasons:

- The policy defines a storm as winds of over 47mph. It also says heavy persistent rain on its own is not a storm, unless it is a torrential downpour, with over an inch of rain, in a one-hour period.*
- Mr Z's contractor attended the property in July 2021 and attributed the damage to storms and heavy rain that occurred over the previous weekend*
- Local weather data in Mr Z's postcode around the time of the incident doesn't show rainfall or windspeed that is either close to or meeting the policy definition of a storm.*
- I've considered whether Mr Z would've been covered under a different section of the policy – and note he had accidental damage cover in place.*
- Accidental damage is defined in the policy as damage caused suddenly and unexpectedly by an outside force. But based on the weather conditions present, I'm not persuaded the wind and rain alone could have done this. And from looking at photos of the roof and noting its general condition, I think it's more likely the issue has been a result of a gradual deterioration or wear and tear – which I note Fairmead will not cover under the terms and conditions of the policy.*
- For these reasons, I think Fairmead have acted fairly in declining this part of Mr Z's claim.*

However, I've also considered what Mr Z said about the delays in providing a payment for the internal damage.

- Fairmead requested invoices and details regarding the internal damage, which it acknowledged it'd received from Mr Z in early September 2021.*
- I can see from internal correspondence Fairmead was considering this aspect to see if it could cover Mr Z, which is reasonable. However, I can see it also asked Mr Z for the invoices for internal work again in October 2021; information it already had.*
- I can see from correspondence this was frustrating for Mr Z. He was waiting for a response on all aspects of his complaint - and he had told Fairmead that he already*

- made payments for internal works.*
- Fairmead later confirmed it would cover Mr Z for the internal damage. And it would make the payment within five to seven days. Fairmead acknowledged there was a short delay in making the payment to Mr Z in its final response.*
- Considering everything I've set out above. I think Fairmead have caused Mr Z some inconvenience in asking for information it already had, and in a small delay in payment to him. So, it should pay Mr Z £75 compensation as I think this fairly recognises the inconvenience he has been caused.*

So for these reasons, I'm intending to uphold this complaint."

Responses to my provisional decision

Fairmead responded to say it accepted my provisional findings and had nothing further to add.

Mr Z provided no further response to my provisional 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.

As neither Mr Z or Fairmead have provided any additional points or comments for me to consider, I feel no reason to depart from the findings of my provisional decision.

So for the reasons I've set out above, I uphold Mr Z's complaint.

My final decision

My final decision is that I uphold Mr Z's complaint.

To put things right, I direct Fairmead Insurance Limited to pay Mr Z £75 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 29 July 2022.

Michael Baronti
Ombudsman