

## **The complaint**

Mr and Mrs B are unhappy Fairmead Insurance Limited declined a claim they made under their home insurance policy.

## **What happened**

- Mr and Mrs B got in touch with Fairmead after they noticed water entering the bathroom through the flat roof following bad weather.
- Fairmead sent a surveyor to inspect the damage. Based on the surveyor's findings, it declined the claim. It said the roof hadn't been installed properly, the felt had never bonded, and had been deteriorating for years. It later said the wind speeds weren't strong enough to amount to storm conditions.
- Mr and Mrs B took advice from a roofer, who said they thought the damage had been caused by a storm. They provided a report and photos.
- Fairmead didn't change its position. But it accepted its service had been poor and offered Mr and Mrs B £100 compensation.
- Our investigator thought the complaint should be upheld. He found the roofer's opinion more persuasive than the surveyor's. He said Fairmead should reconsider the claim, pay for the roofer's report, and increase compensation to £200 in total.
- Mr and Mrs B accepted this. Fairmead didn't. It reiterated comments made by the surveyor and maintained the storm hadn't caused the damage.

## **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.

- The policy covers damage caused by storm, which it says means wind speeds of at least 47mph. Fairmead has provided weather records which show 47mph winds nearby at the relevant time. Other records I've seen show winds of 48-52mph around the same time. Overall, I'm satisfied this means there were storm conditions.
- Fairmead sent a surveyor. At that time the roof had a temporary covering and the surveyor didn't look underneath it. They said the felt had never bonded and would always have been loose. They gave no further explanation to support this view. Whilst they took a number of photos, none of them appear to demonstrate the findings reached. I don't find it persuasive.
- Mr B provided a report from a roofer. They described 'splitting and lifting' of the roof surface. They thought it had been caused by high winds and not from usual wear and tear. Fairmead maintained the felt had never bonded properly. It's not clear to me why it disagreed with the roofer's report.

- Neither report goes into a lot of detail about the cause of damage. And the photos don't show the roof itself. So the evidence available to me is limited. I bear in mind there were storm conditions. None of the photos show signs of wear and tear or gradual deterioration that might suggest a longstanding problem. In particular, the bathroom ceiling shows no signs of previous water ingress. The roofer thought the damage was caused by the storm. Fairmead thought otherwise, but it hasn't explained how it reached this opinion given the other evidence and points noted.
- Taking everything into account, I'm persuaded the damage is more likely than not the result of storm. Because of that, I'm satisfied it was unreasonable for Fairmead to decline the claim. To put things right, it should now accept and settle the claim, subject to the terms and conditions of the policy.
- I understand Mr and Mrs B had the work carried out after the claim was declined. That means they've been without money unfairly. So, in line with our usual approach, Fairmead should add interest when it settles the claim by cash payment.
- Fairmead accepted its service had been poor and I don't think that point is in dispute. It caused delays and confusion about why it had declined the claim. That would have caused Mr and Mrs B avoidable distress and inconvenience at an already challenging time for them. I'm satisfied total compensation of £200 is reasonable and proportionate in the circumstances.

### **My final decision**

I uphold this complaint. I require Fairmead Insurance Limited to:

- Accept and settle the claim.
- When settling it, add interest at 8% simple per year, from the date Mr and Mrs B paid for the repairs and any other claim costs, until the date the claim settlement is paid.
- Pay a total of £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 10 October 2022.

James Neville  
**Ombudsman**