

The complaint

Mr G complains about the repairs Fairmead Insurance Limited carried out following a subsidence claim he made on his home insurance policy.

Reference to Fairmead includes its agents and representatives.

What happened

I'll summarise the main points about this dispute:

- In 2020, Fairmead accepted a subsidence claim for crack damage in the kitchen of Mr G's home. It carried out repairs in July 2021.
- In February 2022, Mr G noticed cracks appearing in the kitchen ceiling. Fairmead inspected the damage and said it wasn't related to subsidence – it was the result of roof spread and thermal movement.
- Mr G brought a complaint to this Service. Fairmead agreed to carry out a more thorough inspection and consider whether its repairs were of satisfactory quality.
- This inspection was carried out in February 2023. Fairmead maintained its position.
- Mr G brought a second complaint to this Service. Our investigator thought Fairmead had acted fairly because there was no evidence to show the recent cracking had been caused by subsidence and/or poor repairs by Fairmead. She asked Fairmead to pay a total of £300 compensation for delays reaching this position.
- An agreement wasn't reached, 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.

- In this decision, I'll only be considering Mr G's second complaint – which was answered by Fairmead in May 2023.
- There's no dispute the original damage was covered by the policy. The claim was accepted and Fairmead carried out repairs to put the damage right.
- Around six months later, cracking appeared in the kitchen, where the repairs had been carried out. As a result, Mr G didn't think the repair was lasting and effective.
- If the recent cracking showed continued subsidence movement and/or that the repairs carried out by Fairmead weren't lasting and effective, I would likely require it to take steps to put that right. If the cracking is unrelated to those things, and not

covered by the policy in its own right, then I wouldn't expect Fairmead to do anything further. So I've considered the available evidence about the cracking.

- The only evidence I have is from Fairmead's loss adjuster. They visited twice after the recent cracking appeared, including the February 2023 inspection. They said they observed no sign of subsidence related cracking and that the problem was roof spread and/or thermal movement – neither of which is covered by the policy.
- I haven't seen any other opinion from a building professional to challenge these findings. So I'm satisfied it's reasonable for Fairmead to rely on them.
- Whilst I know Mr G had his reservations that the original scope of repair to the kitchen was sufficient, that was considered by the loss adjuster at the time. And it doesn't necessarily show the recent cracking is related to the subsidence problem and/or the repairs.
- Mr G is entitled to take his own professional advice about the matter if he wishes. I understand that's something he's considering. If he does, he's entitled to share the findings with Fairmead and I'd expect it to consider whether that changes its position.
- Overall, based on the currently available evidence, I'm satisfied Fairmead's position that it won't take any further action is reasonable.
- It's taken a long time to reach this position and Fairmead accepts there have been unnecessary delays. Mr G was understandably concerned about the cracking, so I think the delay has caused him avoidable distress waiting to find out Fairmead's position. I'm satisfied £300 compensation is reasonable in the circumstances.

My final decision

I uphold this complaint.

I require Fairmead Insurance Limited to pay £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 13 October 2023.

James Neville
Ombudsman