

The complaint

Mrs S complains Fairmead Insurance Limited (Fairmead) unfairly declined to settle her claim on her home insurance policy.

Fairmead are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Fairmead have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Fairmead includes the actions of the intermediary.

There are several parties and representatives of Fairmead involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Fairmead.

What happened

Mrs S had a problem with the front and back doors to her property. They were both jamming. She made a claim on her home insurance policy.

Fairmead's approved partner attended Mrs S's property and inspected the front and back doors. It concluded the damage was a natural breakdown of materials and this was a maintenance issue and was not covered by her insurance policy.

Mrs S then had both doors replaced at her own cost. After this work was completed she contacted Fairmead and asked for her claim to be reviewed because the contractor who replaced the doors said it was not a wear and tear issue. Fairmead maintained its decision to decline her claim.

Because Mrs S was not happy with Fairmead, she brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and weren't persuaded the original assessment report shows that the damage was not peril related. They said Fairmead hadn't assessed Mrs S's property for subsidence damage and should reconsider the claim under the subsidence peril and instruct a suitably qualified person to assess this. They said Fairmead should also pay Mrs S £600 compensation because it failed to consider her claim correctly which has led to a delay in having her claim considered appropriately.

As Fairmead is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

I saw before Mrs S made the claim on her home insurance policy the locks to the front and back external doors had been replaced. Because this didn't fix the issue of being unable to unlock the doors with ease once they were locked, she got a different building contractor to

look at the issue. She was advised it was an issue with the doors rather than the locks, so she made the claim in January 2023.

I saw in early February 2023 Fairmead sent its authorised claims partner to assess the damage. I looked at the inspection report which included a number of images of both doors. It found the door frames were slightly twisted. It said the issue was the position of hinges and binding. It said this was a maintenance related issue and wasn't connected with an insured peril. The report concluded the damage was caused by natural breakdown of materials. The claim was declined.

In January 2024 after having new front and rear doors fitted at her own cost, Mrs S contacted Fairmead again and disputed its decision to decline her claim in March 2023. She provided evidence by way of a testimony from her builder which said the front door had to be replaced due to the fact it had dropped 50mm out of level and would no longer work as intended. It said there was movement of the front door lintel and step below. Mrs S said this showed the damage was not due to wear and tear.

I saw Fairmead considered this information and said it appreciated the report confirmed the doors had dropped, but Mrs S hadn't provided any confirmation as to what had caused the lintel and step to move. It said because there was no evidence that the damage to the doors was as a result of an insured event it maintained its decision to decline the claim.

Damage caused by movement of a building *could* be an insured peril. In the terms of the policy it says;

"What is insured

11. Subsidence or heave of the land on which the buildings stand".

The policy defines subsidence as;

"Downward movement of the land beneath the buildings that is not as a result of settlement."

In Fairmead's report from its inspection of the doors in February 2023 there is only evidence that it considered wear and tear damage; which is excluded from cover under the terms of the policy. There is no reference in its report that it considered any other potential cause of damage.

Mrs S has provided evidence from her building contractor that said there is movement to her property. I recognise the evidence doesn't confirm for certain there is subsidence at her property and that this was the cause of the damage to the external doors. But the evidence provided does show some movement around the front door.

I'm not satisfied Mrs S's claim was fully considered by Fairmead under all the terms of the policy in February 2023, therefore I require it to instruct a suitably qualified expert to inspect the property for any movement. It must then consider the findings from this inspection, and if subsistence is found to have caused the damage reported, it must consider Mrs S's claim under the remaining terms of her policy.

Fairmead provided a poor level of service by not fully considering Mrs S's claim in 2023. I saw she contacted Fairmead on a number of occasions to request the movement to the building, that her builder had highlighted, to be considered as the cause of the damage. I think Fairmead should have considered this when it initially inspected the damage in 2023 but it didn't and neither did it consider this when she asked it to in 2024. This has caused a long delay to her claim being considered appropriately. For this reason it should offer her £600 compensation for the delay, and for the distress and inconvenience caused.

Therefore, I uphold Mrs S's complaint and require Fairmead to organise for a suitably qualified expert to inspect the property for any movement. This should be a different expert

to the one which undertook the inspection in February 2023. It must then consider the findings of the new inspection and issue an outcome to Mrs S for her claim for subsidence damage to her front and rear doors.

My final decision

For the reasons I have given I uphold this complaint.

I require Fairmead Insurance Limited to;

- Organise for a suitably qualified expert to inspect the property for any movement. It must then consider the findings of the new inspection and issue an outcome to Mrs S for her claim for subsidence damage to her front and rear doors.
- Pay Mrs S £600 compensation for the delay, and for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 11 March 2025.

Sally-Ann Harding
Ombudsman