

The complaint

Mr and Mrs P complained about delays and part of their claim being declined by Fairmead Insurance Limited under their buildings insurance policy.

Throughout the claim process Fairmead has hired third parties to deal with the claim on their behalf. In this decision, any reference to Fairmead includes the actions of the appointed third parties.

What happened

The events are well known to both parties so I've only summarised them here.

Mr and Mrs P had a buildings insurance policy with Fairmead. In 2020, a claim was logged as Mr and Mrs P noticed cracking around their property. The claim was rejected. A claim was logged again in 2021 with it this time being accepted that their property was suffering from subsidence. Root exacerbated clay shrinkage was deemed the cause of the subsidence. As the tree causing the issues couldn't be removed, a root barrier was laid in June 2024. Further movement has been identified with the root barrier likely needing extending. Mr and Mrs P have raised several complaints during the claim process. Fairmead accepted delays have occurred and offered compensation. However, Mr and Mrs P haven't had a response to their most recent complaint. They were unhappy with the amount of time the claim is taking and that the driveway isn't being covered under the claim. As Mr and Mrs P didn't receive a response to the complaint, they brought it to this service.

Our investigator upheld the complaint. They didn't think Fairmead had unfairly declined replacing the driveway under the claim. However, they thought Fairmead had caused confusion by offering to pay a contribution towards the driveway before revoking the offer and awarded £200 compensation. Mr and Mrs P appealed. They thought the driveway should still be included under the claim. They also thought damage had been caused to their driveway when the root barrier had been installed. As no agreement could be reached, the complaint has been passed to me to make a final 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether Fairmead acted in line with these requirements with how they've handled Mr and Mrs P's claim.

At the outset I acknowledge that I've summarised their complaint in far less detail than Mr and Mrs P have, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an

informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As a starting point, I need to set out what I'm covering within this complaint. Mr and Mrs P brought their complaint to us in February 2025. They had received previous responses to their complaints in July 2023 and June 2024. Under the Financial Conduct Authority's rules, we can only look into complaints brought to us within six months of the final response letter. So, I'll only be considering issues raised from June 2024 to February 2025.

I'm sorry to hear about the issues Mr and Mrs P have been having at their property. Subsidence claims can be very complex and often take time to resolve, as it has here. I wish them all the best with the remaining monitoring and repair work and hope the claim is fully resolved for them as soon as possible.

The root barrier was put in place in June 2024. Following any subsidence preventative work, there will always be a further period of monitoring to ensure any movement has stopped. This needs to be done over a period of time. Between June 2024 and February 2025, I don't think there have been any delays with the claim. So, I don't think Fairmead has done anything wrong on this aspect.

Fairmead has said throughout the claim that they don't think the driveway is covered by the policy. The driveway is in a poor condition and Fairmead don't think this has been caused by subsidence. They said this is evidenced by historic cracking on the driveway going back as far as 2008. As a service, we're not technical experts. So, we rely on the evidence provided to us to determine if we think the firm has done anything wrong. I've reviewed the expert opinions provided by Fairmead, as well as the historic images of the property. Whilst I appreciate this will come as a disappointment to Mr and Mrs P, I don't think Fairmead have done anything wrong by not covering the driveway under the subsidence claim. Whilst I've considered the points raised by Mr and Mrs P in response to our investigator's view, I'm more persuaded by the expert opinion provided by Fairmead.

Mr and Mrs P have also raised about the driveway being damaged by Fairmead when installing the root barrier. Mr and Mrs P have provided images of heavy machinery on the driveway without any protection which has likely caused the damage. In November 2024, one of Fairmead's contractors offered to pay a cash contribution to Mr and Mrs P following the root barrier installation. However, this has since been revoked by Fairmead as they didn't think it was warranted.

Having reviewed before and after images of the driveway, I agree it has more cracks in the concrete than there were before the work began. However, the driveway wasn't in a good state prior to the work taking place. Whilst I accept damage has been caused to the driveway, I don't think there is a detriment to Mr and Mrs P due to the additional damage. Mr and Mrs P have sent images of them still being able to use the driveway and I've not seen anything to confirm the driveway isn't usable in its current state. It also won't cost Mr and Mrs P any more for them to replace the driveway if they decide to. Mr and Mrs P have said the manhole for the isolator tap is no longer round and the cover cap can't be fitted. However, evidence from before the work shows the cap not fitted anyway and it doesn't confirm it was round prior to the work.

Mr and Mrs P have also since raised concerns about cracks appearing in the concrete filled root barrier trench. As this is a new issue, it isn't something I can consider in this decision. Mr and Mrs P will need to raise this with Fairmead should they remain unhappy.

I do think a contribution payment being offered and then being taken away has caused Mr

and Mrs P a loss of expectation. This would have caused distress and inconvenience as a result. However, I think the £200 compensation offered by our investigator is fair and reasonable in the circumstances.

Putting things right

To put things right, Fairmead should pay Mr and Mrs P £200 compensation.

My final decision

For the reasons I've explained above, I uphold this complaint and direct Fairmead Insurance Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 9 December 2025.

Anthony Mullins
Ombudsman