

## **The complaint**

Mr M has complained about the service provided by Fairmead Insurance Limited ('Fairmead') under his home insurance policy following an escape of water at his property. For the avoidance of doubt, the term 'Fairmead' includes reference to its agents, representatives and contractors. Reference to 'Mr M' includes submissions made by his representative on his behalf.

## **What happened**

Mr M's listed property was unfortunately damaged by an escape of water caused by a burst pipe in the loft and he and his partner made a claim to Fairmead on 17 October 2021. The matter has had a long and complicated history, and the property remains in a damaged state. The crux of the issue is which party is responsible for damage to the roof of the property, and whether repairs need to be carried out sequentially. Mr M considered that Fairmead was responsible for the cost of full roof and external wall repairs. He didn't think that Fairmead's settlement offer reflected the true cost of restoring the property to its pre-loss condition. Mr M also complained about ongoing delay and communication failures by Fairmead. He wanted to be compensated for the distress and inconvenience which he said had been caused by Fairmead's prolonged mismanagement of the claim.

Mr M had made an earlier complaint about delays and service errors over a period of more than two years. This resulted in a final response letter sent to Mr M by Fairmead in March 2024. Fairmead offered £700 in compensation for acknowledged service failures in this respect, and Mr M didn't refer that complaint response to this service. Finally, in December 2024, surveyors were appointed and submitted reports including photographs and costings.

As Fairmead maintained its stance in its final response letter of 11 December 2024, following Mr M's complaint, he referred his further complaint to this service. The relevant investigator looked at matters from March 2024 onwards, but didn't uphold Mr M's complaint as it was his view that the damage to the roof wasn't related to Mr M's escape of water claim. He wasn't persuaded that Fairmead was liable for the damage or deterioration of the roof and he didn't consider that the duty to maintain the property transferred to the insurer.

Mr M remained unhappy about the outcome of his complaint and the matter has therefore been referred to me to make a final decision in my role as Ombudsman.

## **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 key issue for me to determine in this case is whether Fairmead acted in an unfair and unreasonable manner in relation to this claim from March 2024 onwards. I can't say that it did, and I appreciate that this will come as a great disappointment to Mr M, however I don't uphold his complaint in relation to this period. I'll explain why.

In considering this case, I've also had regard to the submissions of the parties as

summarised below. Turning firstly to Mr M's submissions, in essence he felt that Fairmead had mishandled his claim which meant that the property was uninhabitable and had deteriorated over three years. He said that up until the insured peril occurred, the property had been well-maintained, with no indication of the issues now present. Mr M said that the roof was now leaking, and the exterior walls were crumbling, *'further exacerbating the damage caused by the initial escape of water'*. Mr M said that as a listed building, it required regular maintenance due to its construction and location, with the tin roof particularly vulnerable to adverse weather conditions, *'requiring due care and attention'*. He acknowledged that with no one living there, essential maintenance had been impossible, and *'without heating or regular care, the property has inevitably deteriorated further.'* Mr M provided a detailed timeline of events to support his submissions.

Mr M argued that Fairmead had failed to complete necessary works in a timely manner and that communication was sporadic, so long periods passed without updates or action. Whilst storage, strip-out and drying was approved in February 2022, Fairmead initially overlooked the strip-out and drying wasn't completed until July 2022. He explained that a new leak was then discovered at the property when the water was turned back on, and the leak was fixed, and the electrical systems were checked. Matters then stalled as Fairmead's contractor had only been given a limited scope, contrary to previous agreement. A new contractor wasn't instructed until April 2023. Despite chasing, no start date was given.

Work eventually commenced in March 2024 but halted the work after discovering a roof leak, which Fairmead said wasn't claim-related. In summary, Mr M considered that Fairmead had failed in its duty of care to the customer as emergency roof repairs hadn't been carried out by Fairmead to prevent further deterioration. Whilst he understood Fairmead's position regarding the roof repairs, he emphasised that, *'although unrelated to the insured peril itself, the deterioration of the roof is directly tied to incompetencies by the insurer-appointed contractors.'* He said that requests to make the roof watertight, were repeatedly refused despite what Mr M considered to be Fairmead's duty to mitigate additional damage. Mr M said that delays were particularly damaging as he had health issues and was unable to remain near the property. He said that *'prolonged timeframes meant that necessary maintenance, such as roof repairs, could not be carried out, further worsening the property's condition'*. He felt that Fairmead consistently shifted responsibility.

Mr M further argued that Fairmead had made inadequate settlement offers, following Fairmead's failures, so leaving the property in a worsened state. He said that the offer of a cash settlement *'failed to reflect the true cost of restoring the property to its pre-loss condition, placing an unreasonable financial burden on the policyholder.'* Finally, Mr M felt he'd suffered significant emotional and financial distress due to the ongoing delays and inadequate handling of the claim and during this time. Mr M's partner passed away, and he was also diagnosed with a serious medical condition during this period. In conclusion, he said that despite multiple attempts to resolve the issues with Fairmead, meaningful progress hadn't been made. He'd been unable to return to his home and felt neglected and unsupported during an already difficult period in his life.

I now turn to the submissions by Fairmead in response to Mr M's complaint. It made it clear that it had only considered the service received since its involvement in the case in March 2024 as issues prior to this had been considered during a previous complaint process. It apologised that Mr M had reason to complain and for any inconvenience or distress this may have caused. It also acknowledged that Mr M had gone through a difficult time personally, however it said that this had meant roughly nine months of no contact from Mr M. Its loss adjuster had made some contact however it acknowledged this wasn't regular.

Fairmead referred to its settlement offer for the internal repairs in March 2024 and said this was based on its contractor's schedule of works. It said that private work was needed to

repair the roof *'and therefore contractors could not be instructed to repair the internal damage until such times this work was finished.'* It considered that the roof repairs were unconnected to the incident caused by the burst pipe in the loft, were maintenance-related, and therefore wouldn't be considered under the present claim. Its case notes also show that Fairmead considered that the policyholder wished to undertake private works at the property and that this inevitably delayed progress. It said that Mr M had two options, being to allow work to proceed as per the scope of works or accept the cash settlement.

Fairmead referred to photographs which is said showed the condition of the roof from 2022 and it said that these supported its findings. It said that unfortunately, the roof repairs were outstanding, and it was adamant that the internal deterioration didn't relate to any delays by its claims department, as drying had been completed and had been ready for reinstatement for a lengthy period. It said that it had been waiting since March 2024 for the private works to be completed on behalf of Mr M. Whilst it noted that Mr M's representative had asked for approval for temporary repairs, it considered that this was a matter for him to mitigate the loss and wasn't within Fairmead's control. It considered the roof damage was consistent with general wear and tear and a need for maintenance.

As per a request by Mr M, Fairmead, Fairmead said that its loss adjuster arranged a surveyor visit to take place to try to help reach agreement on a schedule of works and costs for internal repairs. It explained that the settlement offer in respect of contents for £8,000 hadn't been accepted by Mr M and that he'd submitted no alternative quotes. It accepted that there had been delays in dealing with a subject access request submitted on behalf of Mr M. As for a previous complaint to which it responded in May 2024, Fairmead stated that it had offered £700 compensation in this respect and said that despite exceeding the relevant timescales for referral, this offer still stood.

I now turn to the reasons why I am unable to uphold Mr M's complaint. I have considerable sympathy for Mr M's predicament. He has suffered several setbacks in relation to his listed property, had to move to alternative accommodation, suffered the loss of his partner as well as his own serious health issues. The question I must determine however is whether Fairmead dealt with Mr M's insurance claim in a fair and reasonable manner since March 2024. Mr M had submitted a previous complaint regarding Fairmead's actions and it had offered £700 in compensation for its acknowledged service failures up until this date. This service's jurisdiction is constrained where the consumer doesn't forward a complaint to this service within six months of the final response letter of the business. Unfortunately, in this case, neither Mr M nor his representative referred the matter to this service within the necessary timescale. Nevertheless, I do expect Fairmead to honour its offer to pay £700 in relation to the previous complaint.

I can therefore only look at the events which took place after March 2024, and which culminated in Fairmead's final response letter of 11 December 2024. I can see that the parties have effectively reached an impasse. Mr M considered that Fairmead had a duty of care once it assumed responsibility under the home insurance policy, was in control of the property, and so had responsibility for roof repairs to prevent the property's deterioration. He also said that despite receiving a drying report, Fairmead hadn't responded or authorised essential works, so these delays were recent and therefore *'well within the current review window, significantly worsened the property's condition'*.

I note that Fairmead produced a report dated 13 December 2024, and in the absence of alternative detailed professional report from Mr M's representative, I give this report some weight in balancing the parties' arguments. The relevant professional noted additional damage in the loft adjacent to the rear gable corner but didn't consider this to be caused by the escape of water and found several defects in this area. He found it likely that driving wind pushed water resulting in internal damage. He was satisfied that works previously proposed

remained appropriate for reinstatement. On the balance of probabilities, I'm satisfied that the scope of works produced by Fairmead in relation to the claim remains appropriate.

In conclusion, whilst I have much sympathy for Mr M's predicament, and despite the acknowledged difficulties and the impasse between the parties over the period of three years, the property owner has on-going responsibility for general maintenance of a property. This is whether or not any insured works relating to an insured peril are progressing and regardless of the reasons for an owner's absence. Unfortunately, insurance policies don't cover for every eventuality, and normal wear and tear and general maintenance are invariably excluded under home insurance policies. Roof maintenance would still remain the owner's responsibility unless it could be shown that the damage was due to an insured peril, such as the escape of water due to a burst pipe in the loft and I don't consider this to be the case here. The visible damage to the roof is consistent with general wear and tear.

I can understand that Mr M had to move some considerable distance away from the property, however the need for on-going maintenance remains. I've noted the photographic evidence which Fairmead has produced and which it says dates from 2022. The roof is clearly in a poor state at this stage and appears to be suffering from wear and tear. In the circumstances, whilst I accept that historical delays may have left the property vulnerable, I can't say that Fairmead acted unfairly or in an unreasonable fashion in stating that the roof works needed to be arranged and funded privately by Mr M. If this hasn't already happened, it's clear that the roof first needs to be repaired or replaced as a matter of urgency but in accordance with any relevant requirements due to its listed status. At that point, internal reinstatement works can progress so that they aren't compromised by on-going roof leaks.

I can also see that communications have stalled on both sides, (understandably in the case of Mr M as he'd lost his partner). Relations between the parties may have suffered as a result of the impasse and the acknowledged service failures prior to May 2024. Again, it's essential that those acting on behalf of the parties now bring this matter to a swift conclusion, whether this is in terms of re-consideration by Mr M of the settlement being offered by Fairmead, or in terms of Fairmead progressing the agreed works as soon as the roof is made secure. The representatives of both parties will therefore need to work closely and act to now resolve this claim in a fair and timely manner,

### **My final decision**

For the reasons given above, I don't uphold Mr M's complaint, and I don't require Fairmead Insurance Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 November 2025.

Claire Jones  
**Ombudsman**