

The complaint

Mr C and Ms P are unhappy with the continued poor service and handling of their claim by FAIRMEAD INSURANCE LIMITED ("Fairmead") under their home insurance policy.

What happened

Mr C and Ms P made a claim for significant damage to their property. Unfortunately, the handling of their claim was poor and they made three separate complaints for the poor service they received.

This complaint relates to the third of these three complaints. Fairmead in its final decision on 24 June 2024 said, *"it is evident that despite your previous complaints in which you highlighted that the level of service provided by [our representatives] was unacceptable, that this has not improved sufficiently enough"*. Fairmead offered £350 compensation for the further distress and inconvenience caused.

Mr C and Ms P doesn't feel the compensation offered is enough.

Our investigator decided to uphold the complaint. He thought for the repeated errors made by Fairmead, the compensation should be increased by £250. Fairmead disagreed, so the case has been referred to an 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.

Given there have been previous complaints related to this claim and investigations by our service, I want to clarify the jurisdiction I have in making a decision on this complaint. I can only look at issues that have occurred in the five months leading up to the final response letter by Fairmead, which haven't been considered before. Mr C and Ms P have also raised other issues since the date of Fairmead's final response letter. However, Mr C and Ms P would need to raise these points directly with Fairmead first, through a new complaint for it to be allowed to respond, before our service is able to look at these.

It's helpful that Fairmead have acknowledged its failings, so I'll briefly summarise these:

- Both Mr C and Ms P and the brokers have had to continually chase for updates on the claim and there has been a lack of proactive claims management from Fairmead's representative.
- Unnecessary delays in progressing the claim, including the time taken for us to approve the report from the loss adjuster and then a further delay in our representative booking in the required repairs at your property once our approval had been provided.

Given Fairmead has acknowledged its failings, my decision will focus more on whether the amount of compensation offered in this period is reasonable. I've reviewed the evidence and

notes from this period and I have provided examples of some of the things that went wrong using quotes from the available correspondence, including:

- “[Our representative] should be finishing the works by now but they are not even close to finishing, [Mr C and Ms P] has arranged restoration of her items and these are not in storage so will be delivered to the property soon and there is no flooring as they have not arranged for the underfloor heating to be repaired. They have recently advised they are having trouble sourcing someone to do this despite having quoted for it. [Mr C and Ms P] has provided them with their best contact for the underfloor heating, but we’ve heard nothing more from them”.
- “Apologies for the delayed reply, we are down a manager here at “location x” so your patience has been appreciated”.
- “I am very disappointed not to have received a reply to my emails below. I appreciate you are probably busy, but I do not think it is unreasonable to expect a prompt reply in view of the endless delays that have occurred - this has been going on since December 2022!”.
- “I understand from our neighbours that [your representative hasn’t] turned up today. Please can you let me know when they are due to go back, whether they have done all the work below and what still needs to be done”.
- “Regarding [our representative] yesterday I called them and got no answer from their department so I flagged this to the network operations manager to advise that this has stalled again...I apologise again for all of these delays and will let you know when there are further updates to offer on this”.
- “Just to advise, [Fairmead] have approved the cost for the storage and removals, but they haven’t actually approved [the contractor who was doing the work]. They have concerns regarding the delays and needed an idea of the timescales for the works. Unfortunately, I have been unable to get this from [the contractor] so I have asked our in-house surveyor who has confirmed the works themselves will take between 8-10 weeks at most so I have provided this to the underwriters”.

I think the theme of poor service and delays have continued with Mr C and Ms P’s claim throughout this period. It’s clear that due to the poor management of the claim by Fairmead and its representatives, Mr C and Ms P have had to take on a lot of the general management and scheduling of the claim themselves.

I think this would’ve been stressful considering they weren’t living local to the property, and they were having to liaise with their neighbours regularly to track whether trades were turning up (or not) as they were meant to. I can only try and imagine how disappointing and stressful this must have been for Mr C and Ms P given this complaint wasn’t the start of their issues and the claim had been ongoing since the end of 2022.

Whilst, I’m not going to comment on previous issues, as that’s out of my jurisdiction, there is clearly a cumulative impact from having to complain so often. Fairmead should’ve been micro-managing the claim, so further things didn’t go wrong. However, it seems the same issues kept re-occurring. Activities were delayed and would’ve been further had it not been for Mr C and Ms P’s active role, in the claim. Therefore, I uphold this complaint. For the issues during this period and the cumulative nature of these multiple complaints, causing increased distress on Mr C and Ms P, I award a further £250 (so a total of £600).

My final decision

My final decision is that I uphold this complaint. I require FAIRMEAD INSURANCE LIMITED pay Mr C and Ms P:

- £250 compensation – for distress and inconvenience (Fairmead should also pay the £350 offered originally if it hasn't already).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Ms P to accept or reject my decision before 1 December 2025.

Pete Averill
Ombudsman