

The complaint

Mr G complains Fairmead Insurance Limited (“Fairmead”) has failed to fully settle his claim for damage under his property insurance policy. He says Fairmead is unfairly directing him to make a new claim instead of carrying out repairs as part of his previous claim.

All references to Fairmead include its agents.

What happened

Mr G took out a property insurance policy around July 2017 covering his buildings and contents. Around April 2018, Mr G identified a leak in his property caused by an escape of water so he made a claim on his policy. Fairmead validated his claim and carried out repairs to his property. During this process, Mr G raised a number of complaints as he was unhappy with the standard of repairs carried out, snagging items which were outstanding and the levels of communication from Fairmead.

Fairmead has given us its internal claim notes which shows back and forth communication and continued works since 2018. I mention some of the facts of the previous complaints because they’re relevant here but this complaint is about what’s outlined in Fairmead’s final response letter from August 2024 only.

Around April 2023, Mr G suspected a further escape of water from his main bathroom as he could hear water dripping. He said this escape of water had caused damage to his bathroom floor and living room ceiling. He also remained unhappy with the quality of previous repairs to his flooring downstairs and he was worried there might be a leak in his en-suite bathroom as others using it told him they could hear a dripping noise when it was being used.

Fairmead identified a leak from a faulty waste pipe under the bath in the main bathroom but its loss adjuster (“LA”) said a new claim would need to be raised for the repairs as it didn’t think it was connected to the previous claim. Ultimately however, after an inspection from its contractor around May 2024, Fairmead agreed to carry out repairs to the bathroom, Mr G’s downstairs floor and the living room ceiling. And the contractor agreed to install sealant to the en-suite shower which it later said it did as a gesture of goodwill.

Fairmead didn’t think any potential leak in the en-suite came within the previous claim so it directed Mr G to raise a new claim to trace and access the leak he suspected was happening. Mr G didn’t accept what Fairmead had said. He said any escape of water was due to poor workmanship from the original claim and should be covered.

By July 2024, Fairmead’s contractor confirmed it had carried out the repairs to the bathroom. But it hadn’t repaired Mr G’s flooring or his living room ceiling. The contractor said Mr G refused to allow them to carry out those repairs and Fairmead provided emails to show this. In Mr G’s initial email, he explained he didn’t think the redecoration downstairs should happen until it was confirmed there were no further leaks upstairs from either bathroom, particularly the en-suite.

Mr G remained unhappy the repairs hadn't been done so he raised a complaint. In response, Fairmead accepted it could've communicated better with him and offered him £100 to make up for this. But it said it didn't think any of the outstanding work Mr G listed was part of the existing claim and should be raised as a new claim. Mr G didn't accept what Fairmead had said so he asked our service to look into things.

Our Investigator upheld Mr G's complaint. He wasn't persuaded a new claim needed to be logged and he didn't think Fairmead had provided evidence to suggest what the new cause of damage was. So he directed Fairmead to carry out the remaining works. And he thought it should increase the compensation awarded to £250.

Fairmead didn't accept our Investigator's opinion. It highlighted two reports from October 2023 and January 2024 and it said it was satisfied all claim related issues had been resolved. It didn't think Mr G had done enough to prove the outstanding issues were connected to the original claim. It also highlighted that Mr G had turned down a cash offer previously for the outstanding works. As Fairmead's comments didn't change our Investigator's opinion, the complaint was passed to me to decide.

I issued a provisional decision on this complaint in August 2025 which I've copied below:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Based on what I've seen so far, I intend to uphold this complaint in part. I appreciate this isn't the outcome Mr G wants so he may be disappointed but at the moment, I think it's a fair outcome. I'll explain why.

This claim has been ongoing for a long time and there have been a number of complaints about it. But it seems to me the works that are still outstanding as part of this complaint are, decorating the living room ceiling; repairing the downstairs flooring; and investigating the en-suite bathroom for any leaks. So that's what I've considered here.

Living room ceiling and downstairs floor

From everything Fairmead has given us in this case, it seems to me it accepted the redecoration to the downstairs ceiling and the repairs to the living room and hallway floor came within the original claim. And I can understand why as the ceiling was damaged by the bathroom leak and the flooring had been replaced as part of the previous claim. I can see Fairmead's contractor has attempted to set dates to carry out the repairs and it's previously offered to cash settle the flooring repairs. So I can't currently see why it now says these are new issues.

Looking at the correspondence between Mr G and the contractor, I know he's not agreed to the repairs downstairs going ahead. But I think he's made it clear this is because he didn't think it made sense for repairs downstairs to be done if there were potentially leaks remaining upstairs. And I can see why. But I don't think that's a reason for Fairmead to now say these repairs aren't covered under the previous claim.

Fairmead has repeatedly pointed to two reports from October 2023 and January 2024 to support its view. But these reports don't relate to the outstanding issues – i.e. the issues downstairs or the en-suite. And whilst the reports do mention the bathroom ceiling which Fairmead seems to have highlighted, Mr G hasn't claimed for the damage to the bathroom ceiling as part of this complaint. So I don't think that's relevant here.

At the moment, I'm not satisfied Fairmead has provided enough evidence to make me think the redecoration of the living room ceiling or the repairs to Mr G's floor downstairs should be considered as part of a new claim. So I think it should carry out these repairs under the previous claim.

En-suite bathroom

Mr G has explained he's worried the en-suite bathroom may be leaking. He says there's a dripping sound when it's in use and the pipework used in the en-suite is the same type as the pipework in his main bathroom and installed by the same contractor. And the main bathroom has suffered from leaks. Fairmead says there's no evidence this alleged dripping is connected to Mr G's original claim and needs to be raised separately. And I'm currently persuaded by this.

The original claim was started a number of years ago and I can't see that there's been ongoing issues with the en-suite during that time. Considering the length of time that's passed since the original claim was made and when Mr G reported a dripping sound, there's not enough to make me think it's more likely, if there is a problem, it will be connected to the original works in the en-suite.

It seems to me at this point that Mr G doesn't know there's a problem in the en-suite bathroom and he's just worried. And whilst I can understand why, I don't think that's enough to direct Fairmead to carry out trace and access in his en-suite as part of the previous claim.

Instead, if Mr G suspects there's a leak in his en-suite, I think it's fair for Fairmead to investigate this as part of a new claim. And if it's found that there is a leak and it's been caused by or connected to the previous claim, it should then put Mr G in the position he would've been in if it had treated it as part of the previous claim – for example, removing the second claim from the Claims and Underwriting Exchange ("CUE") and refunding any excess paid at that point.

At the moment, Fairmead says Mr G hasn't provided any evidence to show the suspected issues in the en-suite are connected to the original claim. And it is for the customer to prove the claim. So I don't currently think Fairmead has acted unfairly here.

Customer service

Fairmead has offered Mr G £100 to make up for its lack of communication. Our Investigator recommended it increase this amount to £250 and at the moment, I agree that's fair. I say this because I don't think Fairmead has clearly explained its reasons why it's not accepted the issues Mr G's raised as part of the original claim and I think it's been inconsistent in what it's said over a long period of time. So I think £250 more fairly makes up for the trouble, upset and confusion he would've felt throughout this time."

I asked both parties to make any further comments by the deadline set before I reach a final decision. Fairmead said it accepted my provisional decision. Mr G sent us comments and a document explaining the history of what's happened in his property and with the claim. He said in summary:

- The en-suite is part of the continuing claim and has the same failings as the main bathroom. The same issues caused by poor workmanship are present in both rooms. He's highlighted on his claim history document that the en-suite has been part of the claim throughout and therefore should be repaired as part of the original claim.*
- He's brought other issues up but the repairers have dismissed them.*

- He's repeatedly flagged issues with the flooring and ceiling as shown in the correspondence but it seems it's been implied that he hasn't. There are further issues such as underlay not having been installed when the floor was replaced a second time.
- Fairmead hasn't completed the job properly or listened to Mr G, instead it wants to keep setting up new claims. The issues Mr G has highlighted have continued and led to new problems.
- Our Investigator recommended Fairmead pay £250 in addition to its original offer. So he thinks Fairmead should pay him £350 compensation in total.

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've reconsidered this complaint in light of all of both parties' comments and the further information Mr G's given us. And based on everything I've seen, I've decided to uphold the complaint in part.

I understand Mr G's said his en-suite bathroom was always part of the claim. And I don't disagree that it formed part of the initial claim and works were carried out in the en-suite. But from everything I've seen in this case, including what he's sent me, I'm not persuaded the en-suite has had verified ongoing issues since the previous claim, whereas it's clear the main bathroom has. So I'm not persuaded that any potential problems he's having now in the en-suite are connected to the original claim.

I know Mr G has flagged concerns about the en-suite. In particular, he says he's heard tapping noises and he's worried as similar works were carried out in the en-suite to the bathroom. But before it can be determined whether there are any issues or whether they are connected to the initial works, I think further investigation needs to take place. And I'm not in a position on the information I have been given to say it's more likely than not that any issues with the en-suite are as a result of the initial claim repairs not being carried out properly.

Mr G's said he's repeatedly flagged the issues with his living room ceiling and the floor. And as I explained in my provisional decision, I was satisfied this was the case. So this comment doesn't change things here.

I note Mr G's mentioned he thinks Fairmead should fit underlay under his flooring as he says this wasn't completed when the floor was fitted for a second time. But the issue Mr G raised with his flooring as part of his complaint was that it was creaking and there was an issue with the edges. I've looked carefully through all of the correspondence between Mr G and Fairmead going back to Mr G's original claim and whilst I can see there were comments about relaying the floor and underlay as part of the initial claim, I can't see anything to suggest the parties have reached an agreement to do this now as part of the repairs. I also can't see it was raised as part of Mr G's complaint.

Fairmead has agreed to carry out repairs to Mr G's floor and ceiling and an agreement has already been reached between the parties about what those repairs would be. So I think it's fair for Fairmead to carry out those agreed repairs and redecoration as part of the previous claim.

I've looked again at the recommendation our Investigator made in his assessment. He said, '*Fairmead should also increase their compensation to a total of £250.*'. So I don't agree he recommended Fairmead add a further £250 on top of the £100 it had already offered Mr G. In any event, I'm satisfied a total of £250 compensation is fair to make up for Fairmead's poor communication in this case.

Mr G's said he's raised concerns about other repair issues with Fairmead but they've been dismissed. Whilst I'm sorry to hear this, my decision is about what's outlined in Fairmead's final response letter from August 2024 only. So I can't comment on anything else.

Putting things right

To put things right in this case, I direct Fairmead to:

- Pay Mr G £250 as compensation. This includes the £100 it's already offered or paid to him.
- Register a new claim for trace and access of the potential leak in Mr G's en-suite if he would like it to be assessed.
- Carry out the agreed repairs/redecoration to the living room ceiling and the flooring in the living room and hallway as part of the previous claim.

My final decision

For the reasons I've given, I uphold Mr G's complaint and direct Fairmead Insurance Limited to put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 30 September 2025.

Nadya Neve
Ombudsman