

## **The complaint**

Mr F complains about Safe World Insurance Group (UK) Ltd (“SWI”) and their refusal to approve and proceed with substructure repairs he feels are required to stabilise the conservatory at his home.

## **What happened**

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list these chronologically in detail. But to summarise, following a previous decision by our service in July 2021, SWI proceeded to undertake monitoring of Mr F’s conservatory and its movement through 2022/2023. And following this monitoring, and an expert opinion provided by a company appointed by SWI, who I’ll refer to as “C”, SWI proposed superstructure repairs to Mr F’s conservatory, alongside a period of further monitoring. Mr F was unhappy with this proposal, so he raised a complaint.

Mr F’s complaints included, and are not limited to, his unhappiness that SWI were refusing to underpin his conservatory, which he felt failed to act in line with a report issued by a surveyor, who I’ll refer to as “M” in 2020. Mr F set out why he felt SWI’s proposed superstructure repair was unsuitable for the ground his conservatory was built on, as well as his concern about the use of his conservatory doors which he explained were unable to close correctly and properly. As set out by our investigator, these are the complaints our service has considered under this complaint reference.

SWI responded to Mr F’s complaint and didn’t uphold it. In summary, SWI set out why they felt their proposed superstructure repair was a reasonable one, based on the expert opinion of C, made following the agreed monitoring period.

And as Mr F hadn’t agreed for a quotation to be obtained for this work, they didn’t feel they were responsible for the fact these repairs hadn’t yet been completed. Mr F remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn’t uphold it, over two separate outcomes. Both parties have had sight of these and so, I won’t be recounting them in detail. But to summarise, our investigator set out why they thought SWI’s offer to complete superstructure repairs and then undertake further monitoring, and not substructure repairs such as underpinning, was a fair one, considering the evidence provided and our service’s approach. But they did suggest B complete temporary repairs to Mr F’s conservatory doors to secure them, while further monitoring continued.

Mr F didn’t agree, providing several representations explaining why. These included, and are not limited to, his belief that SWI’s proposals failed to provide a lasting and effective repair. He provided images he felt showed the cracking had continued to worsen and felt this supported what he thought was a finding by M that in this situation, underpinning should be completed.

Mr F also set out clearly the impact the ongoing situation had on his mental health, as well as setting out why agreeing to further monitoring wouldn't be appropriate considering access issues. Further to this, he explained why he didn't feel it was reasonable to expect him to bear the costs of obtaining his own expert reports to contradict SWI's position. As Mr F didn't agree, the complaint was passed to me for a decision.

I issued a provisional decision on 18 August 2025, where I set out my intention to not uphold the complaint while also explaining why I disagreed with our investigator about their recommendation for SWI to complete temporary repairs to Mr F's conservatory doors. Within that decision I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Having done so, it's my intention to not uphold the complaint. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.*

*Before I explain why I've reached my decision, I want to be clear about what I've been able to consider, and how. I note our service has previously issued a decision in July 2021 about a complaint Mr F raised to SWI. Within this decision, it was decided that SWI were fair to undertake a period of monitoring. So, as this has already been decided, my decision has been made on this basis. And crucially, it will not consider any complaint points addressed within this previous decision, in line with the rules and regulations we work within.*

*Further to this, I note SWI issued their more recent complaint final response to Mr F on 8 August 2024. The rules and regulations we work within make it clear our service is only able to consider complaints raised to a business such as SWI, with them being given a chance to consider them within their own complaint process first. And it's not my role, nor the role of our service to act as a replacement claim handler. So, while I recognise events may have moved on, my decision will focus solely on the events that occurred, and were complained about, up to 8 August 2024. Any concerns Mr F has about events after this date would need to be raised with SWI and considered separately by our service if required.*

*So, my decision has focused on the actions SWI have taken following the completion of the proposed monitoring, and the proposals they put forward to repair Mr F's conservatory. And I want to reassure Mr F I've considered all the representations he's put forward, even if I haven't commented on them specifically due to the informal nature of our service.*

*I also want to be clear that it's not my role, nor the role of our service, to re-underwrite the claim Mr F has made, as we don't have the expertise to do so. Because of this, I won't be speculating on what I think the appropriate and necessary repairs should be.*

*Instead, it is my role to consider the actions SWI have taken, which includes their proposal to repair the superstructure of Mr F's conservatory only, and decide whether they acted fairly and reasonably when reaching this conclusion. And when doing so, our service usually finds it reasonable for a business such as SWI to rely on the expert opinion, unless there is a conflicting expert opinion which ought to have led SWI to do something differently.*

*And where there is more than one expert opinion, we often place more weight on the expert opinion that's more relevant to the current situation, if the claim has been ongoing for a significant period of time.*

*I also want to be clear that in claims of this nature, it's not an exact science, as part of the expert opinion, and resulting business decision, centres around hypothesising what is most*

*likely to happen in the future, which is ultimately an unknown. And this is the same for our service when deciding whether a business has acted fairly. So, when reaching my decision, where appropriate, my decision has been made based on the balance of probability and what I'm persuaded is most likely to happen, considering all the evidence and expert opinions available.*

*In this situation, SWI completed the period of monitoring as agreed. This monitoring was recommended by M in the 2020 report to determine whether the foundations were "stable" and so, whether underpinning work would be required. And crucially, this was recommended to prevent the need for ground excavation to identify the ground type. It's not in dispute that the ground Mr F's conservatory is built on is clay and so, I'm not persuaded SWI were required to undertake further analysis to determine this, above the monitoring that was put in place.*

*Over this monitoring period, I've seen there was both vertical and lateral movement and cracking, under 2mm at the time SWI made the decision on what repairs should be carried out. So, as there was continued movement, I can fully appreciate and understand why Mr F would view this information as proof his conservatory wasn't stable. And because of this, I do understand why he views SWI's refusal to undertake the underpinning work as unfair, and a deviation from the actions set out in M's report.*

*But crucially, following the results of this monitoring, I've seen SWI sought the opinion of C on what repair work was required. And C, the expert in this situation, advised that the movement recorded suggested the conservatory was stable, with the movement shown being usual and to be expected considering seasonal variation, referring to industry-wide guidelines used to measure the extent of cracking and movement. Further to this, SWI recommended instead that superstructure repairs should be carried out, rather than substructure as Mr F wanted, and expected.*

*I've consulted the guidelines that C referred to and I'm satisfied the conclusions C drew from the results of the monitoring fell within them. And as I've already explained, C were the expert in this situation. So, in line with our approach, I'm satisfied SWI were fair to rely on the conclusions C made, and the recommendations C put forward.*

*I recognise Mr F disputes C's opinion, and he's referred to guidance he's received from suitably qualified professionals he has contact with through his workplace. But crucially, Mr F hasn't provided a commissioned report from these experts for me to consider. And while I do recognise the cost Mr F would incur by obtaining this, ultimately for me to consider the guidance he says he's received, this is evidence I and our service would need to see. Mr F remains able to obtain an expert report that supports the guidance he says he's received. If he does, he should present this to SWI and I would expect them to take this into consideration.*

*So, as C's opinion was ultimately that Mr F's conservatory was stable when considered against the standard industry-wide approach, and there is no conflicting expert opinion to dispute this, I'm unable to say SWI have deviated away from, or failed to follow, the guidance provided in M's report, which I must also recognise was made some three years prior to the monitoring work being undertaken.*

*Instead, I'm satisfied SWI's proposal, reinforced in their complaint response, to complete superstructure repairs and then undertake a further period of monitoring is reasonable. It follows C's expert opinion, who assessed the situation more recently than M, that this should rectify the issues Mr F has faced, including the problems with his conservatory doors, providing a lasting and effective solution as our service would expect. So, because of the above, I don't intend to direct SWI to do anything more on this occasion.*

*This differs slightly from the opinion of our investigator, who recommended a temporary repair be completed to Mr F's conservatory doors. But crucially, I'm not persuaded this temporary repair is necessary, as the superstructure repairs are intended to rectify the brickwork around the doors and so, the functionality of the doors themselves. SWI have already attempted to arrange completion of this work, and I'm satisfied their request for access to obtain a quotation is, and was, a fair one. So, it's up to Mr F whether he is now willing to accept this proposal. I note in his latest replies to our service, he suggested he was. If this remains the case, he should engage with SWI to arrange.*

*I note Mr F has raised concerns about access issues SWI may face when completing further monitoring. I've seen SWI have set out a variety of options they can look to assist Mr F with should access be a concern following discussions with his neighbour. And crucially, I'm not satisfied the actions SWI should take should change, or be impacted by, a potential issue between Mr F and his neighbour.*

*I also want to be clear that I recognise the outcome I've proposed above isn't the one Mr F was hoping for. And I want to reassure him I've thought carefully about all the representations he's put forward, which includes his detailed explanation of the mental and emotional impact this process has caused him.*

*I've no doubt this situation will have been both frustrating and worrying for Mr F, considering the length of time it's been ongoing and the potential financial impact to him. I also appreciate the stress it will have caused as ultimately, Mr F feels there is worsening damage to his home.*

*But for me to say SWI should do something differently, or potentially compensate Mr F for this emotional impact, I first need to be satisfied SWI have done something wrong. And I've not been persuaded they have here, based on the evidence that's been made available.*

*I also want to make it clear to Mr F I have seen the images he's supplied that suggest further movement and cracking has taken place since SWI's complaint response. But as I've set out earlier within my decision, I'm unable to consider this as part of the decision I've reached.*

*But even so, I want to note that this further movement has come after SWI acknowledged, and offered, to complete superstructure repairs. Had Mr F agreed to this, considering I feel this was a fair and reasonable proposal, I'm satisfied it's likely this additional movement may have been prevented on the balance of probability.*

*I also want to be clear to Mr F, and SWI, again that my intended decision is based on the circumstances, and evidence, up to the date of the complaint response. Should SWI complete the superstructure repairs proposed by C, and movement continues after this work has been completed, Mr F would be free to contact SWI again to raise another claim. And at that point, I would expect SWI to reasonably consider the fact superstructure repairs were completed and, in that situation, unsuccessful."*

## **Responses**

SWI accepted the provisional decision. But Mr F responded with several comments and requests for my consideration. These included, and are not limited to, Mr F's overall unhappiness with the decision and his continued belief that the superstructure repairs wouldn't allow for a lasting and effective repair. Mr F also requested clarification on the

superstructure repairs that would be undertaken and the costs of these, explaining he wanted to consider whether accepting a cash settlement would be more beneficial to him so he could use these costs to contribute to him paying for the substructure repairs he feels are necessary himself.

### **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.

Having done so, I see no reason to change from my original conclusion, and decision. So, I'm not directing SWI to do anything more.

I want to reassure Mr F I have had full sight of all the information provided by himself, and SWI, when reaching this decision. This includes the reports he has resent following my provisional decision, which had already been provided previously. But to clarify, these reports contained an opinion provided by an alternative dispute resolution service, which isn't something our service is able to consider. I note this was explained by our service under a previous complaint reference, where it was decided that SWI were fair to suggest further monitoring. And as my provisional decision set out, my decision was reached based on the decision that further monitoring was the correct course of action.

I also want to reassure Mr F I have considered the additional evidence he has provided, namely a screenshot of an AI opinion about footings in clay soil. But this isn't what our service would deem to be an expert opinion, from a suitably qualified person. So, this hasn't impacted the decision I've reached.

I note in Mr F's comments to my provisional decision he's indicated a willingness to accept the proposed superstructure repairs. But before accepting this as a course of action, he would like our service to set out exactly what these repairs will be. But again, I want to reiterate our service isn't intended to act as a replacement claim handler. So, this isn't something I, nor our service, is able to do.

But what I can say is that within SWI's complaint response, they make it reasonably clear that the superstructure repairs would include repairs to Mr F's brickwork, and any additional repairs that are required to ensure Mr F's conservatory doors are functional. This includes the removal and refitting of these doors if required. So, this is what I would expect SWI to do.

But I also note in SWI's complaint response they make it reasonably clear they needed to arrange a site visit to confirm all the repair works that are required, and how much these would cost. To date, this site visit hasn't been completed. So, I'm unable to state what superstructure repair works should be completed, or what the costs of these will be, as SWI themselves don't have this information.

I would expect SWI to work with Mr F to agree a mutually convenient time for this visit to take place and then communicate the findings of this visit in a clear and effective manner, so Mr F is able to understand what will happen next, and when, and for how much. This also includes an agreement over further monitoring, which SWI also made clear in their complaint response they were willing to organise and arrange.

I also want to reiterate to both Mr F and SWI that my decision has been made on the basis that these superstructure repairs will most likely resolve the issue and provide a lasting and effective repair, as our service would expect. Should movement continue after these works have been completed, outside of what would deem to be within industry regulations, then Mr F would be free to return to SWI to raise another claim, and I would expect SWI to

reasonably consider the fact that superstructure repairs had been completed but were unsuccessful and act accordingly.

### **My final decision**

For the reasons outlined above, I don't uphold Mr F's complaint about Safe World Insurance Group (UK) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 7 October 2025.

Josh Haskey  
**Ombudsman**