

The complaint

Mr C and Ms P are unhappy with delays caused by Fairmead Insurance Limited (FIL) during a claim on their buildings and contents insurance policy.

What happened

Mr C and Ms P suffered an escape of water at their property in December 2022. The claim was accepted by FIL. Mr C and Ms P have been unhappy with how the claim has been progressing. They've raised multiple complaints to FIL. FIL issued a final response to one of their complaints in January 2024. They accepted things hadn't gone as they should and offered £350 compensation. Mr C and Ms P were unhappy with the amount and brought the complaint to this service.

Our investigator upheld the complaint. They didn't think the £350 fairly reflected the trouble and upset caused by the delays. They thought FIL should pay an additional £250 compensation making it £600 in total. FIL appealed. They thought the compensation was too much, especially when considered alongside other awards they'd made on other complaints. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both FIL and Mr C and Ms P a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional 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.

Based on what I've seen so far, I don't intend to tell FIL to pay anything further. I know this will come as a disappointment to Mr C and Ms P. I've explained my reasons why in more detail below.

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. So, I've thought about whether FIL acted in line with these requirements with how they settled Mr C and Ms P's claim.

At the outset I acknowledge that I've summarised their complaint in far less detail than Mr C and Ms 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, it's important to set out the scope of this complaint. FIL issued a previous final response letter in September 2023. This service has already reviewed that complaint so I can't consider the merits here. FIL issued a further final response in January 2024. So, I'll only be reviewing the actions of FIL between the two final response letters in September 2023 and January 2024.

FIL has accepted things didn't go as they should have. So, I won't be considering what went wrong, just whether the compensation offered by FIL is enough to put things right. FIL offered Mr C and Ms P £350 for this period.

Looking at the complaint, I can see the main issues raised were:

- *Piano wasn't removed from the property due to an oversight*
- *Sofa-bed was mouldy and should have been removed*
- *Cooker and electrical items in storage needed to be PAT tested*
- *Floor under the bath wasn't included in strip out but was rotten*

Our investigator sign-posted both parties in their view to our compensation guidelines, which gives examples of the level of upset caused and the expected range of redress.

Our investigator felt Mr C and Ms P had been caused considerable distress, upset and worry which has taken a lot of extra effort to sort out. Whilst I agree that's the case, I don't agree the compensation should be at the top end of the bracket. I say this because the property wasn't Mr C and Ms P's main property, it was used at weekends only. Depending on work commitments, they wouldn't visit the property every weekend. Our investigator has also considered when some of the above issues should have been identified and has considered the claim holistically. However, as I've said above, I need to limit the compensation for the trouble and upset caused to just the four months in question. Whilst I do appreciate a claim has been going on for a long time and a claim going wrong does have an impact on the policyholders, in the circumstances of this complaint, I think the £350 compensation offered by FIL is fair in the circumstances.

Based on the above, I don't intend to tell FIL to pay anything further."

Therefore, I wasn't minded to direct FIL to do anything further as I thought the compensation they had already offered was reasonable.

Responses to my provisional decision

FIL accepted my provisional decision.

Mr C and Ms P confirmed they didn't agree with my provisional decision. They made the following points:

- They separated shortly before the pipe burst and were required to continue sharing their flat. This added additional stress. Mr C and Ms P confirmed they didn't tell the insurers this directly.
- They wanted this service to consider some travel and food expenses incurred in

visiting the property during the repairs.

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 thought carefully about the responses to my provisional decision. Having done so, while I appreciate it will come as a disappointment to Mr C and Ms P, my conclusions remain the same. I'll explain why.

Whilst I'm sorry to hear that Mr C and Ms P have separated, and can understand how living together could have caused them additional stress, I can only consider the impact caused by FIL. So, I don't think it's fair to increase the compensation due to Mr C and Ms P's personal circumstances. Mr C and Ms P also didn't raise this as a direct issue with FIL, so they wouldn't have been able to see what they could do to help.

Mr C and Ms P haven't raised the issues of travel and food expenses prior to responding to my provisional decision. This wasn't raised with FIL as part of the complaint and so I won't be considering it in this decision. No details have also been provided by Mr C and Ms P about how much the expenses were, why they were needed or when they occurred. My understanding is that Mr C and Ms P have raised a follow-up complaint, so food and travel expenses will be able to be reviewed further in that complaint.

Whilst I'm sorry to hear about the issues caused by the escape of water, I do think the compensation offered by FIL is fair and reasonable in the circumstances. So, I won't be asking FIL to do anything in addition to paying the compensation.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Fairmead Insurance Limited to do anything further.

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 7 November 2025.

Anthony Mullins
Ombudsman