

The complaint

Mr and Mrs G complain about the way Fairmead Insurance Limited handled a claim they made on their buildings insurance policy.

Mrs G has primarily dealt with the matter, so I'll refer to her only for simplicity.

Reference to Fairmead includes its agents and representatives.

What happened

The circumstances of this complaint aren't in dispute, so I'll summarise the main points:

- Mrs G got in touch with Fairmead about damage to her home. The claim was accepted and Fairmead took steps to settle it, including carrying out repairs.
- This Service has previously considered complaints from Mrs G about the way the claim has been handled, up to our December 2024 final decision.
- Another problem arose in early 2025, when Mrs G discovered a leaking pipe under her kitchen floor. She took advice from a plumber, P, who said the pipe 'looked to have had some sort of movement'. Mrs G thought the damage to the pipe may have been caused by the subsidence problem – so the cost of putting the damage right should fall to Fairmead. Fairmead disagreed.
- Mrs G made a new complaint and Fairmead responded in May 2025. It maintained it wasn't responsible for the cost of the pipe repair.
- Our investigator thought Fairmead had acted fairly. Mrs G disagreed, so the complaint has been passed to me.

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.

- When considering what's fair and reasonable in the circumstances I've taken into account relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the time. Whilst I've read and taken into account everything said by both parties, I'll only comment on the points I think are relevant when reaching a fair outcome to this dispute. That's a reflection of the informal nature of this Service.
- I considered a related complaint point in a previous final decision in early 2024. In summary, I noted that Fairmead may be responsible for putting right damage to pipework in certain circumstances. For example, if it was insured under the policy because it was caused by subsidence – as Mrs G says is the case. At that time, I hadn't seen any evidence to suggest the kitchen pipework had been damaged by

subsidence. Nor had I seen any evidence to show Fairmead might otherwise be responsible for repairing or replacing the pipework. The evidence I'd seen showed the pipes may need replacing due to their age and condition, but that wasn't something Fairmead was responsible for.

- I won't be able to reconsider anything I've already considered in that decision.
- Since then, a leak has occurred, and Mrs G has some comments from P about the cause of it. P said the pipe 'looked to have had some sort of movement'. Whilst that comment leaves open the possibility that P thought the damage to the pipe had been caused by subsidence, I don't think it firmly supports that interpretation.
- P didn't use the word 'subsidence', anything similar, or describe circumstances consistent with subsidence. It merely referred to 'some sort of movement'. And P didn't express conviction in that diagnosis, saying only that the pipe 'looked to' be damaged in that way. This is all rather vague and doesn't persuade me that P thought, with any degree of confidence, that subsidence was the cause of damage.
- Fairmead has explained why it doesn't think subsidence caused damage to the pipe in 2025. It noted the tree thought to have caused the subsidence problem was removed in 2019. And any movement associated with the tree had ceased in 2020. So the property has been stable since then. It therefore seems highly unlikely that the pipe could have been damaged by subsidence movement in 2025. It also seems highly unlikely that the pipe could have been damaged by subsidence, before or during 2020 when the property was still moving, but not noticed until 2025. Fairmead carried out a pipe repair nearby in 2020. If it was faulty, it's highly likely that would have become apparent long ago.
- In my view, this opinion is logical and supported by the evidence. It's also supported by the professional opinion of a chartered structural engineer with considerable experience of subsidence claims. That opinion carries a great deal of weight.
- Taking this into account, and noting my earlier findings, I'm not persuaded the evidence shows the 2025 pipe leak was likely caused by subsidence. Or that Fairmead may otherwise be responsible for the problem.
- In these circumstances, I'm satisfied Fairmead has acted fairly and reasonably and need take no further action.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 10 December 2025.

James Neville
Ombudsman