

complaint

Ms S has complained about her home insurer Fairmead in relation to a claim she made after a car was driven into her home.

background

A car was driven into Ms S's home in August 2017. Ms S and her family had to move out but there were issues with this as well as some initial delays. Ms S complained and Fairmead issued a final response dated 13 October 2017. Ms S didn't complain to us in the six months following that response and the claim continued.

On the day of Fairmead's final response Ms S moved into a rented property. The move did not go entirely smoothly and one of Ms S's daughters had moved in with her partner instead of remaining with Ms S. In November Fairmead expected repairs on Ms S's home to start and be completed in January 2018. But it was then decided that the work needed to be put to tender – this process did not complete until June 2018. Reinstatement followed but Ms S remained unhappy.

In September 2018 Fairmead wrote to Ms S to address her concerns with the claim. It said there had been a six-week delay in late 2017 and into 2018. This was because of a mix-up over the premium payment. It noted Ms S said some items had gone missing and it was looking into that. For the delay, which it accepted it had caused, £200 was paid to Ms S.

By December 2018 most work was reported as being complete – but Ms S hadn't moved home. Ms S had reported cracking having occurred at the property. Fairmead instructed a structural engineer. A report was completed in January 2019 which concluded the cracks were unrelated to the incident of repairs. In early February 2019 Ms S received short notice that she'd have to move to different accommodation.

In early March, within six months of the date of Fairmead's September 2018 final response, Ms S complained to us. She later confirmed that it was late May 2019 when she was able to return home. But in order to do this she'd had to organise herself for the property to be cleaned (although Fairmead reimbursed the cost). Ms S also told us what issues she believed to be outstanding.

Our investigator explained that we couldn't take into account what had happened before Fairmead's letter in October 2017 but said he would look at everything which had occurred until Ms S returned home in 2019. He felt Fairmead should pay Ms S a further £800 compensation.

Fairmead agreed. Ms S said this didn't answer her concerns about the outstanding issues. When Ms S's complaint was passed to me, I noted that, to that point, we hadn't properly assessed all of Mrs S's complaint. I looked at the other concerns Ms S had told us about and shared my thoughts on these aspects with both parties. In doing so I explained that once they had considered my views, and replied with any final comments for me to take into account, I'd review the complaint as a whole. My views, as shared with the parties, on the outstanding elements of the complaint, were:

“Boiler not working – Fairmead replaced the pump as it had seized likely due to the house being empty and the system being inoperative for a while. Fairmead says its plumber said the system wasn't in good working order before the repair. But I've seen no evidence of this.

I think Fairmead fairly needs to assess the boiler. If the fault found is likely linked to long periods of disuse or the pump replacement repair, then Fairmead will need to resolve the issue.

Cracked window pane, blinds in lounge, curtains in top bedroom – Three items which Fairmead has agreed to pay for but which it says it is waiting on prices for from Ms S. I haven't seen that Ms S has sent those costs to Fairmead but I did ask it what price it would put on these items. It has said it can't say. If Ms S has costs for these items, I'll consider them. But otherwise I intend to require Fairmead to pay Ms S £500 to allow her to replace them, based on my awareness of the costs for such items. In the absence of evidence of actual prices for these items, I think this is a reasonable sum.

Double wardrobe and all contents were disposed of – Fairmead is waiting for a cost for all of this. I have no way to estimate what a reasonable sum might be in this respect. For this issue Ms S will have to work with Fairmead. Fairmead will have to respond reasonably and work with Ms S to find a suitable resolution for items where there is a lack of proof regarding value.

Bath taps don't work – Fairmead says it didn't do any work on the bathroom. I can't see any logical link or likely reason why this might be something Fairmead is liable for.

Various water leaks – Further damage occurring to a home whilst it is being repaired can be frustrating. I haven't seen though anything that makes me think these leaks resulted from poor work or errors by Fairmead and its contractors.

Independent structural assessment was never carried out – I've seen that it was and Fairmead says it has shared the report with Ms S. For completeness I've had our investigator share it with Ms S.

Missing items, including kayak from garage – Ms S says items went missing whilst Fairmead was repairing the property. Fairmead says it doesn't know when or how the items came to be missing, but Ms S and her family all had access to the house even while it was doing repairs. Fairmead had suggested that Ms S reports the matter to the police and makes a theft claim on her policy. Whilst I understand why Ms S feels Fairmead is responsible, I've no way know that is most likely the case. I don't intend to find Fairmead is liable for these items.”

Responses from the parties

Fairmead agreed with most of what I'd said. But it said it doesn't have contractors who can assess the boiler as it only employs contractors to repair or replace boilers. It said Ms S should get the boiler tested and it would consider things from there.

Ms S said she wanted to draw this matter to a close. She provided a police reference number regarding the missing kayak.

my findings

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

I've noted what Fairmead has said about the boiler, but I'm not persuaded by its comments. As an insurer Fairmead completes repairs on many large loss water and fire claims, many of which will involve damage to the property's heating system and, quite often, a natural part of the repair process is for the boiler to be tested. If damage can't be diagnosed, it can't be repaired. I'm not persuaded that Fairmead's contractors are not in a position to complete the actions I set out in my provisional decision. However, if Fairmead really has no one on its panel that can complete diagnostic work, then it will have to source such a resource. Fairmead worked on the boiler and part of completing a proper repair (where it hasn't been shown that there were any pre-existing issues with the boiler, as is the case here) is to ensure it works properly afterwards. Fairmead needs to complete that work – it isn't fair to farm it out onto Ms S.

I appreciate that Ms S has reported the missing kayak to the police. If she wants to pursue a theft claim for this item with Fairmead she should contact it directly. I remain of the view that, currently, there isn't sufficient evidence for me to reasonably conclude Fairmead was liable for this item going missing during its repair of the property.

The comments I received from the parties in response to the preliminary findings I issued haven't changed my view as to what Fairmead needs to do to put things right. Those findings now form part of my final decision.

As our investigator explained, I can't look at what happened before 13 October 2017, the date of Fairmead's initial final response letter. I've taken into account activity from then until Ms S moved home in summer 2019.

I think this claim took far longer than it ever should reasonably have done. It was a complex claim, revolving around complex structural issues – but there seem to have been significant delays with the tender process – starting before and continuing long after the six weeks Fairmead has accepted liability for. This meant that Ms S and her family were out of their home for far longer than they should have been. And I see there were sometimes problems with the accommodation too – rent not being paid for example and having to move at short notice. Whilst Fairmead paid for cleaning the property, Ms S had to organise this. I can see the protracted situation has caused Ms S a lot of upset, I'm satisfied that a further £800 is fairly and reasonably due.

my final decision

I uphold this complaint. I require Fairmead Insurance Limited to:

- Assess Ms S's boiler, via use of an appropriately qualified heating engineer, to determine what is wrong with it, and if that fault is due to the boiler having not been used for a long period, or is linked to the replacement pump repair it previously carried out, it will have to reinstate the boiler.
- Pay Ms S £500 to allow her to repair/replace the window pane, blinds and curtains.
- Consider settlement for the wardrobe and its contents.
- Pay Ms S a further £800 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 13 December 2020.

Fiona Robinson
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