

The complaint

Mr N is unhappy with his insurers National Farmers Union Mutual Insurance Society Limited (NFUM), who declined his claim under his home contents insurance for a boiler breakdown.

What happened

In September 2019, Mr N contacted NFUM following his boiler breaking down. NFUM told him that he wasn't covered on his policy and he didn't have home emergency cover.

Mr N was upset by this and raised a complaint. NFUM investigated his complaint and didn't uphold it for the same reasons, as well as relying on the policy exclusion of wear and tear.

Mr N was unhappy with its decision and brought the complaint to the service.

Our investigator didn't uphold the complaint. She found that NFUM didn't act unfairly in declining his claim and could rely on the exclusion clause. She also considered his complaint that NFUM didn't act quickly enough in dealing with his claim but she concluded that it did deal with the complaint within a reasonable period of time.

Mr N didn't agree with our investigator and asked for a decision from an ombudsman.

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 have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of the complaint. Having done so, I won't be upholding this complaint. I will now give my reasons why.

In considering this complaint I have considered the evidence available to NFUM to see if it made a fair decision.

I have seen the policy document that Mr N would've had. There is no section in it that covers boiler replacement in the event of a breakdown. There is an optional home emergency policy but Mr N didn't select this cover. Despite this, that section also doesn't cover for boiler replacement either. So I can see why NFUM declined the claim.

Mr N's policy would've covered him for a boiler replacement had there been an insured event raised as a claim, such as a storm. But I have seen no evidence to show that Mr N raised an insured event at the time. When he reported the claim to NFUM, he said that there was a crack in the heat exchange and he didn't know how it happened. It is possible that NFUM may well have replaced the boiler had there been an insured event reported. But as there wasn't in this instance, I think it was reasonable for NFUM to have declined the claim.

Many insurers have a policy exclusion relating to wear and tear. In that they won't cover damage arising from wear and tear. Mr N describes a crack forming on the boiler. NFUM said that this is likely as a result of wear and tear. In the absence of any insured event being reported, I think it is reasonable for NFUM to rely on the policy exclusion of wear and tear. So I don't think it was unfair in declining Mr N's claim.

Mr N raised the issue of delay. I have been provided with call logs and can see that NFUM told Mr N early on in the claim process, that his claim wouldn't be successful. So I can't see there was an element of delay.

I sympathise with Mr N for the problems he faced in dealing with his boiler, but I think that NFUM acted fairly when it declined the claim and I can't ask it to do anymore.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 15 May 2020.

Ayisha Savage
Ombudsman