

The complaint

Mr L complains that The National Farmers' Union Mutual Insurance Society Limited (NFU) has poorly handled his claim for storm damage. Also, that it wouldn't deal with a claim for missing jewellery and contents allegedly left outside by its contractors.

What happened

Mr L made a claim to NFU following a severe storm around about 30 January 2021. This damaged his house and workshop, and contents. Some emergency repairs were carried out to prevent water ingress. NFU appointed contractors to assess the damage. Mr L obtained some quotations for repairing the damage, but had difficulty in getting other estimates. NFU agreed to appoint its panel contractors. In March 2021 NFU advised that drying could proceed.

Mr L then advised that there had been problems with squirrels getting into the property, and stealing various items of jewellery, which he asserted wouldn't have happened had NFU acted more quickly. Scaffolding was erected around the end of March 2021. Following discussions on 20 April 2021, Mr L was advised that he could appoint his own contractors.

NFU advised there was no cover for the loss of the jewellery items as there was no evidence this had taken place and there was an exclusion for damage (including loss) caused by vermin. Mr L decided to proceed with NFU's contractors and NFU instructed them to proceed. A provisional start date was set for 28/29 June 2021. The contractors attended but decided to leave and not return as they felt they'd been made to feel uncomfortable.

It was agreed that Mr L would be paid a cash settlement to enable his contractors to carry out the repairs. An interim payment of just over £30,000 was agreed. On 18 October it was subsequently arranged, in respect of the workshop contents that specialist contractors would come and inspect. In November, Mr L advised that the scaffolding had been removed but it had damaged the driveway.

A full review was carried out by the loss adjusters on 24 November. After that Mr L was asked repeatedly for invoices but didn't provide them. Mr L advised that a number of expensive pieces of equipment had been left outside the workshop after inspection. His understanding was that these were said to be damaged beyond economical repair. But the contractors denied having left them outside. NFU wouldn't pay for the items under the storm claim but invited Mr L to make a claim for accidental damage.

Mr L made a complaint to the Financial Ombudsman Service in February 2022. It was referred back to NFU for it to issue a final response, which it issued on 15 August 2022. It maintained its position concerning the alleged theft of the jewellery items. With regard to the workshop contents it said that Mr L could make a claim for accidental damage but denied that its contractors had put those items outside.

In respect of the progress of the claim, NFU agreed that there had been avoidable delays on its part, both with regard to its investigation into the claim and in dealing with his complaint. It arranged for a cheque for £850 compensation to be sent to Mr L.

On referral back to the Financial Ombudsman Service, our investigator said that NFU's position regarding the claim was reasonable, and the payment of the £850 compensation was fair.

Mr L didn't agree and the matter has been passed to me for further consideration.

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.

loss of jewellery

Mr L advise that some items of jewellery, notably a gold watch and ring and a diamond ring had gone missing. He believes that because of the delays on NFU's part the property was left open to squirrels getting in. He has CCTV evidence of them damaging carpets and eating Easter eggs. NFU said it would not pay for the loss of the items. It disputed that the loss was caused by squirrels and in any event said that the policy had an exclusion for damage or loss caused by vermin, and squirrels are regarded as vermin.

I don't think it's likely that the jewellery items which together were said to be worth over £17,000, were taken by squirrels. My view is that is just speculation. But even if it did happen that way then the exclusion for loss or damage caused by vermin applies. Mr L subsequently suggested to our investigator that the contractors could have taken the items. But no loss was reported to the Police and as far as I know, the contractors weren't challenged about this at the time. I don't think that Mr L has put forward sufficient evidence to show that NFU or its contractors were responsible for the loss or that the loss was covered under the policy.

loss of contents left outside

There is a dispute between Mr L and NFU's specialist contractors as to as to how this happened. Mr L is insistent that the contents were taken out of the workshop by those contractors after assessing them. The contractors said the items were already outside when they visited. I have no means of assessing who is right, so I think that NFU's approach to this part of the claim is reasonable. That is, that Mr L should make a claim for accidental damage and NFU will consider it. However without his putting in such a claim I can't require, in this decision, NFU to consider it. I note that Mr L has had a substantial pay-out for the other contents damaged.

delays

There were delays in arranging contractors to visit, and in them starting to do the repairs. I am unclear why NFU's contractors left the site and wouldn't return. But I think they did miss appointments. Having said that, this was a large claim which required a full and detailed inspection. I also note that invoices were requested on a number of occasions and Mr L failed to provide them. But I do note that it took several months for NFU to issue its final response. Without that our investigator couldn't start investigation of the complaint, and that must have been frustrating for Mr L.

NFU has (I believe) paid £850 compensation, and I have to say that if the matter had come to me and I had to decide what compensation to award, it's unlikely that I would have awarded as much as NFU has paid. So I think NFU's payment of compensation was fair and reasonable.

I don't know if there are any outstanding invoices still to be paid, but Mr L will have to submit

those in the normal way.

overall

I think that NFU has dealt fairly with the claim for damage to the workshop contents and the loss of jewellery. I further think the compensation payment made was fair and reasonable. As this payment was made after the complaint was referred to this service, it's fair that I record it in this decision.

My final decision

I uphold the complaint in part, and require The National Farmers' Union Mutual Insurance Society Limited to pay £850 compensation to Mr L. If it has already done so, it doesn't need to pay any further compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 27 February 2023.

Ray Lawley
Ombudsman