

The complaint

Mrs W complains The National Farmers' Union Mutual Insurance Society Limited (NFU) unfairly handled her claim on her home insurance policy.

There are several parties and representatives of NFU involved throughout the complaint but for the purposes of this complaint I'm only going to refer to NFU.

What happened

In January 2023 Mrs W had a leak and made a claim on her home insurance policy.

Her claim was accepted by NFU and in May 2023 NFU sent its approved contractors to complete the required repairs. Radiators were removed whilst the repairs were being undertaken by NFU's approved contractor. There was a second leak from a pipe to a radiator that had not been capped correctly causing additional damage.

In September 2023 NFU accepted the work its approved contractors had completed should have been done to a higher standard the first time around. It paid £750 in compensation for the delays and inconvenience caused to Mrs W.

Because Mrs W was not happy with NFU, she brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said although NFU had accepted responsibility for the second leak it should pay her plumbers costs when attending to the leak caused by its approved contractor, cover additional costs for water and electric following the second leak, and take over the guarantee for the fitted furniture in the main bedroom.

As NFU is unhappy with our investigator's view regarding the guarantee for the fitted bedroom furniture, the complaint has been brought to me for a final decision to be made.

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.

NFU have made a payment to Mrs W to cover additional water and electricity costs, and plumbers costs, that she encountered after the second flood that had been caused by its approved contractors. NFU also paid for a new hall carpet and made adjustments to hinges to a wardrobe that Mrs W felt had been affected by humidity.

In this case the outstanding complaint point is regarding the guarantee to the fitted wardrobes in the two bedrooms.

The fitted furniture was installed in late 2022. This included a 12-year guarantee from the supplier. I looked at this guarantee and it says;

“We guarantee all our products for a full 12 years. And, we also guarantee workmanship for 12 years. Which means, if any defects arise within 12 years of installation that’s found to be caused by faulty workmanship or materials, we’ll put it right. The only things this guarantee doesn’t cover are any claims arising out of neglect, accidental damage, hinge adjustment or general wear and tear. Lighting and electrical items are covered for 12 months from installation.”

After the water leak the fitted furniture supplier sent its own surveyor to inspect the fitted furniture. It then removed its guarantee for the fitted furniture in two of Mrs W’s bedrooms. I will refer to these as bedroom one and bedroom two.

After discussion with Mrs W the guarantee for the fitted furniture in bedroom two was reinstated but it would not reinstate the guarantee for bedroom one.

The cancellation of guarantee has been given verbally. And despite a number of attempts Mrs W has not been able to obtain this cancellation in writing or any inspection notes from the furniture company. However I have seen no reason to doubt the cancellation.

I saw in July 2023 NFU noted the water from the leak touched the fitted wardrobes but there was no physical damage. It also noted that Mrs W had lost her 12-year warranty, and the only way to get it back was to get new wardrobes.

NFU said if the wardrobes fail in the next ten years (the period left on the guarantee) and it is shown that the damage is down to the escape of water, this would be looked at and the claim could be reopened. It said it is unreasonable that it should be expected to cover a guarantee where issues could arise from manufacturing or installation defects.

Mrs W was not happy with this offer. She said she expected NFU to take over the whole guarantee removed by the fitted furniture company.

It was due to the initial poor standard of workmanship undertaken by NFU’s approved contractor causing a second leak which resulted in the guarantee on Mrs W’s furniture being removed. Mrs W should be put back into the position she was in before the second leak happened so I think it is fair and reasonable that the same guarantee as the one removed should be provided to her.

I note that the manufacturers guarantee for lighting expired after one year and Mrs W has acknowledged if anything was to go wrong with the actual installation of the units it would have already shown itself by now.

However if Mrs W has any other issues with the fitted wardrobes in bedroom one, NFU should be responsible for this as per the terms of the cancelled guarantee.

Therefore, I uphold Mrs W’s complaint and in addition to NFU’s offer to provide indemnity if something should happen to the fitted wardrobes in the next ten years as a result of the escape of water, I require it to also provide the same guarantee as was given by the fitted furniture supplier before the leak occurred.

My final decision

For the reasons given I uphold this complaint.

I require The National Farmers' Union Mutual Insurance Society Limited to

- Provide Mrs W a guarantee the same as given by the fitted furniture company in August 2022.

- Reopen Mrs W's claim if in the next ten years (the period left on the guarantee), if it is found that damage has occurred to the wardrobes due to the escape of water in 2023.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 21 March 2024.

Sally-Ann Harding
Ombudsman