

The complaint

Ms D has complained about the way The National Farmers' Union Mutual Insurance Society Limited ("NFU") handled a claim she made on her buildings insurance policy.

Reference to NFU includes its agents and representatives.

What happened

The background to this complaint isn't in dispute, so I'll summarise the main points:

- Ms D got in touch with NFU after her property was damaged by an escape of water. NFU accepted the claim and took steps to settle it.
- Ms D complained about the way the claim was being handled, including delays and poor communication. NFU responded in March 2023. It conceded there had been shortcomings in its service and offered compensation. Ms D referred her complaint to this Service, and it was resolved with NFU paying £700 compensation.
- The claim continued. NFU arranged to carry out repairs and took Ms D's contents into storage to facilitate that. Ms D moved into alternative accommodation ("AA") with her family.
- After repair work was finished, Ms D and her family returned home, and their contents were returned. She complained that a number of items had been damaged whilst in NFU's care and that her walls had been damaged during the delivery. She also expressed how stressful NFU had made her claim experience.
- NFU responded in December 2023. It conceded it had let Ms D down and agreed to pay for the problems she'd noted. It also offered £750 compensation for the trouble caused to Ms D and her family, including delays putting the problems right.
- Our investigator looked at what had happened between the complaint responses in March and December 2023. She was satisfied £750 was reasonable compensation for what had happened during that time. She also thought it was reasonable that NFU had agreed to deal with the problems. However, she didn't think it had noted everything Ms D had raised and asked it to also deal with the beds and desks.
- NFU agreed with this. Ms D didn't. She didn't feel the compensation offered truly reflected the impact on her and her family of NFU's mistakes. And she noted that NFU was yet to resolve all of the problems it had agreed to deal with.
- As an agreement wasn't reached, 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.

- The scope of this complaint is the way the claim has been handled between the complaint responses in March and December 2023. So I won't comment on or consider matters outside of that scope.
- I recognise the claim has continued after that time, and Ms D isn't happy with how NFU is handling it. As our investigator has explained, Ms D is entitled to raise a new complaint about events after December 2023 if she wishes. But given there have been two complaints on this claim already – both of which have been upheld – I would expect NFU to take steps to settle the outstanding matters promptly and fairly.
- Following our investigator's involvement, NFU agreed to deal with all the problems Ms D noted by paying for repairs and replacements. I know some problems have already been put right but, to ensure everything is captured clearly, NFU has agreed to pay for the cost of:
 - Replacing Ms D's TV, wardrobe, pyrex dish, picture frame, desks and beds.
 - A replacement part for an exercise bike.
 - Mattress cleaning.
 - Repairs and redecorations to the walls.
- As NFU has agreed to pay to put right all of the problems Ms D raised, there's nothing further for me to consider about this within the scope of the complaint. NFU should now take steps to settle anything that remains outstanding promptly and fairly. As above, how NFU does this is beyond the scope of this complaint, but Ms D is entitled to raise a further complaint if she wishes.
- That leaves the matter of compensation for me to consider. There's inevitably a degree of distress and inconvenience to be endured when a policyholder makes a claim of this nature. That's not something I can hold against NFU as that's just an unfortunate consequence of the damage and putting it right. However, where NFU has avoidably caused distress and inconvenience beyond that level, I would expect NFU to acknowledge that and provide appropriate compensation to its policyholder.
- Here, NFU has accepted it let Ms D down and offered her £750 compensation. So it clearly acknowledges it's caused her avoidable distress and inconvenience and has sought to put that right. However, Ms D doesn't think it's gone far enough. I've considered what happened during the relevant time, and the impact on Ms D, and I'm satisfied £750 compensation is reasonable in the circumstances. I'll explain why.
- I won't comment on each and every aspect of the claim, although I have read and thought about it all. Instead, I'll focus on what I consider to be the key factors.
- When NFU took Ms D's contents into storage, I would have expected it to have taken care of them to ensure they were returned in the same condition they were found. This didn't happen and, as a result, many items of contents were damaged.
- To compound matters, these were some of the more essential items – particularly the wardrobe, which couldn't be used, and that meant clothing couldn't be stored. And, when Ms D reported the problems, NFU was slow to deal with them. This prolonged the time Ms D and her family were without key items and living in makeshift conditions when they should have been returning to normal home life.

- Ms D reported a number of items to NFU, but it didn't keep a record of them. As a result, it said she hadn't reported the damaged desks in good time. Ms D had to show she'd previously reported the desks before NFU would consider it further.
- Similarly, NFU said it couldn't progress with the wall damage whilst it was waiting on a quote from Ms D – but it had previously told her it would contact her to make arrangements to carry out the work.
- Moving home would inevitably have been a stressful experience but the way NFU handled it made it considerably more stressful for Ms D and her family. Mistakes can happen, but NFU was slow to take responsibility for them and put them right. It's clear this has had a considerable impact on Ms D from her comments and other evidence she's shared. I'm satisfied £750 compensation is reasonable in the circumstances. If it's not been paid already, NFU should do so.

My final decision

I uphold this complaint

If it hasn't done so already, I require The National Farmers' Union Mutual Insurance Society Limited to:

- Pay for the repairs and replacements set out above.
- Pay £750 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 11 June 2024.

James Neville
Ombudsman