

The complaint

Mr and Mrs B are unhappy with The National Farmers' Union Mutual Insurance Society Limited's (NFU) handling of a claim made under their home insurance.

Where I've referred to NFU, this also includes any action or communication by agents acting on their behalf.

What happened

Mr and Mrs B have a home insurance policy with NFU. In November 2023, a claim was made for damage caused by an escape of water. The shower tray in Mr and Mrs B's ensuite bathroom had overflowed, causing damage to the room below, and the room below that.

NFU appointed a loss adjuster, and the claim was accepted. However, during the course of the claim, Mr and Mrs B were unhappy with NFU's handling of the claim and raised complaints about this. This included delays, having an unusable shower and the impact of that, that only part of the contents had been collected and poor communication.

NFU apologised that the communication had been poor and only part of the contents had been removed, but they said the loss adjuster wasn't made aware of the difficulties not having an ensuite was causing. But they recognised there were areas where the service had fallen short, and they paid £175 compensation for this.

As Mr and Mrs B remained unhappy, they approached the Financial Ombudsman Service.

Before the complaint was allocated to one of our investigators, NFU re-reviewed things and made an increased offer of compensation taking the total amount to £750. One of our investigators relayed this to Mr and Mrs B, but they didn't think this was sufficient and instead said around £4,000 would be a fairer amount.

As the investigator was unexpectedly unable to continue reviewing the case, it was passed to another investigator who reviewed things afresh. The investigator said that for the time period he was considering (from 1 November 2023 when the claim was made to when NFU issued their final response on 18 March 2024), he thought the £750 compensation offered was reasonable for the areas where the service fell short. Therefore, he didn't recommend this be increased.

Mr and Mrs B didn't agree so the case was passed to me to decide.

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.

Having done so, whilst I appreciate it'll come as a disappointment to Mr and Mrs B, I've reached the same overall outcome as our investigator.

Firstly, I'll confirm the period I'm considering here is the same as our investigator. That is from when the claim was made, 1 November 2023, to 18 March 2024, which is when NFU issued their final response to the complaint.

I recognise Mr and Mrs B are unhappy with some events and issues which have occurred after this time period, but as explained by our investigator, they'd need to raise these concerns separately with NFU in the first instance. After NFU has considered these concerns and given their response, if Mr and Mrs B remain unhappy, we'd then be able to consider that as a new separate complaint, subject to our usual rules and timescales.

I'll also explain that I don't intend on commenting on every event or communication that occurred during the history of the claim, or every individual complaint point, or concern raised. Instead, I've summarised some of the key complaint points and I'll focus on what I think is key when reaching a final decision on what I consider is fair and reasonable in all the circumstances of the case. I don't mean this as a discourtesy to either party, instead it reflects the informal nature of this service and my role in it. But I'd like to reassure both parties that I've considered all the information they've provided when reaching my final decision.

Mr and Mrs B have raised various complaint points and concerns to NFU, this includes:

- Several periods of delays
- The shower had been unusable for a number of weeks and the impact this caused
- The plumber hadn't fixed the shower when they were supposed to, despite claiming they had
- Only part of the contents had been removed
- Poor communication

Having reviewed what happened, I can see there were periods of unexplained and avoidable delays. This includes delays in dehumidifiers being installed, unexplained periods of no action or movement on the claim including from when the loss adjuster visited, a delay in a plumber being appointed and a delay in the appointing of damp experts and them providing their report. Throughout the claim communication has been poor, and Mr and Mrs B have had to continue to chase NFU in order to try to move things forward. Only part of their contents were collected and there was a delay in the remainder being collected too.

I also recognise that Mrs B has said that for medical reasons, she needs to use the ensuite shower as she isn't able to use the bath in the main bathroom. But for over a month she wasn't able to use the shower and had to resort to other methods to be able to wash. I can understand how distressing and inconvenient this would have been for Mrs B, especially considering the extended timescale.

NFU says the loss adjuster was unaware of the issues this was causing, but Mrs B says she made them aware. But even when NFU did then arrange for a plumber to attend to resolve this issue with the shower, Mrs B has said they didn't actually solve it despite saying they had. Instead, Mrs B says the plumber simply detached the drainage which meant wastewater drained onto her driveway. So due to this not being fixed by the plumber, Mrs B then had to arrange for a friend to restore flow, so the shower was usable again.

However, NFU has already recognised there were areas in the claim where the service they provided fell short and where they caused Mr and Mrs B additional distress and inconvenience. That's why in their final response they awarded £175 compensation. If that amount was all that had been offered, then I would've concluded that was insufficient for what happened.

But since the case came to us, NFU increased that offer to a total of £750 compensation. I do recognise Mr and Mrs B don't think this is sufficient, and they say £4,000 would be a fairer amount. And whilst I appreciate it'll come as a disappointment to Mr and Mrs B, £750 is in line with the award I would have directed NFU to pay, if they hadn't already made that offer. So, I'm of the view that the revised offer is a fair and reasonable amount, therefore I won't be directing NFU to increase this.

My final decision

The National Farmers' Union Mutual Insurance Society Limited has made an offer to pay a total of £750 compensation to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that The National Farmers' Union Mutual Insurance Society Limited should pay the compensation offered, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 20 September 2024.

Callum Milne
Ombudsman