

The complaint

Mr R complains that The National Farmers' Union Mutual Insurance Society Limited ("NFUM") carried out inadequate repairs to his property following a subsidence claim.

What happened

In 2018 Mr R noticed some damage at his property. He discovered a large void underneath some outbuildings and contacted NFUM to claim on his insurance.

NFUM appointed a loss adjuster, who I'll call "C", who accepted the damage had been caused by mining related subsidence. C arranged for work to be carried out. Two options for repairs were put forward and C said it chose the least disruptive.

In late 2019 Mr R noticed some water coming up into his garden from the area where the void had been. This happened again in 2020 and in 2021, when his garden was flooded.

Mr R thought the repair carried out in 2018 was the cause of the water problems. He said the more extensive repair option should have been chosen. He asked NFUM to resolve the water problem and, when he was unhappy with its responses, complained to this Service.

Another ombudsman issued a final decision on that complaint in 2021. He said he was satisfied NFUM had carried out a lasting and effective repair of the damage in 2018 and wasn't persuaded there was an on-going subsidence problem or that the repair had caused the water problems. But he said if Mr R obtained further advice and shared it with NFUM, he would expect NFUM to consider whether that changed its position.

Mr R obtained an independent report in 2023 and referred that to NFUM. He now complains that, despite this new evidence, NFUM has not changed its position. He maintains that the repairs were inadequate and, because they have failed, there has been further flooding.

Our investigator said she didn't think recent flooding could be linked to the previous repairs, or that there was evidence showing the repairs had failed. Mr R disagrees and has requested an ombudsman's decision. He says the independent report he obtained shows the repairs were not adequate.

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 relevant industry rules and guidance say insurers should settle claims promptly once settlement terms are agreed. I'd expect the settlement to put the customer, as far as possible, back in the position they were in before the loss or damage. Where repairs are being done, that means carrying out an effective and lasting repair.

Mr R has had various issues over the years. He is worried about flooding at his property and worried that the repairs carried out in 2018 were not effective. I appreciate it will be very

disappointing for him, but the evidence he's obtained doesn't persuade me to uphold his complaint.

The original claim in 2018 was accepted and repairs were carried out. There were further issues after that, and a final decision was issued on the previous complaint Mr R made. I can't reconsider the previous ombudsman's findings that a lasting and effective repair was carried out, based on the evidence available at the time. But he left it open for Mr R to obtain fresh expert advice, and for NFUM to consider if that changed the position.

NFUM reviewed the position in 2023 in response to the further information Mr R provided. I have considered the further evidence he obtained and whether NFUM's response to that is reasonable.

Mr R has referred to a number of reports in this complaint. Some of these were considered when the previous complaint was dealt with. So I won't comment on those; I'm only considering the additional advice Mr R obtained and NFUM's response to that.

NFUM has explained its position as follows:

- It considered the report Mr R provided in 2023 and referred this to expert loss adjusters; they said the new report mentioned there were two possible causes, and advised they would have taken the same action that was carried out in 2018.
- The loss adjusters said the repairs carried out in 2018 followed the recommendations of an expert, who was a recognised mining engineer with wide experience of dealing with mining-related subsidence in that part of the country. They said the conclusions and recommendations were reasonable based on the evidence available at the time.
- There's no evidence of subsidence or flood damage to the buildings and in the absence of this, the material damage section of the policy cannot respond. There is no evidence the flooding in 2021 resulted from the 2018 repairs.

NFUM has considered the new evidence, obtained further expert comments on that, and explained why its position hasn't changed – the report Mr R obtained identifies two possible causes and doesn't say which is the more likely, and it doesn't confirm that recent flooding is due to the repairs that were carried out, or that the repairs have failed.

NFUM has explained to Mr R that the policy doesn't cover flood resilience costs unless the buildings have been damaged, and the evidence doesn't show the buildings have been damaged. I understand some more recent flooding caused problems as his neighbour filled in a hole Mr R had made in a wall to allow excess water to discharge onto their land. NFUM had advised him about repairing the wall and the consequences of not doing so. It also said it will review any new information he provides and if an insured event happens will consider any claim in line with the terms of the flood resilience cover.

Having considered everything carefully, I'm satisfied NFUM's response to the further evidence is reasonable, and it was reasonable for NFUM to conclude that the evidence doesn't show the repairs have failed, or have caused flooding or damage to Mr R's property.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 15 April 2025.

Peter Whiteley
Ombudsman