

## **The complaint**

Mr H complains The National Farmers' Union Mutual Insurance Society Limited failed to notify him of its decision to decline his home insurance claim.

Mr and Mrs H are both policyholders. However, for ease of reading and as he's been the main correspondent, I've generally referred to just Mr H.

Mr H has raised dissatisfaction with the decision to decline the claim. That's being considered by NFU in a separate complaint. So this decision only considers the communication of the claim decision, not the actual decision itself.

## **What happened**

In January 2023 Mr H made a claim against his NFU home and lifestyle insurance policy. Water was entering his house through its roof. NFU appointed a loss adjuster (LA). The LA visited Mr H's property to assess the loss. After some back and forth between Mr H and NFU, in late March 2023, the LA emailed him a letter declining the claim. NFU was of the opinion the loss didn't result from an insured peril. The LA didn't receive a response from Mr H, so closed the claim.

In April 2024 Mr H contacted NFU as he hadn't had any contact about the claim since around the time of the LA's visit. It was explained that a decline letter had been sent to him by email. Mr H complained that he doesn't use emails and had told the LA to communicate by post or phone only. In response NFU posted Mr H a copy of the March 2023 claim decline letter.

Mr H then referred a complaint to the Financial Ombudsman Service. He explained he had told the LA all correspondence was to be by post or landline telephone. He said the damage to his property had increased, with health impacts for him and Mrs H, with her having to temporarily move out.

Our Investigator wasn't persuaded Mr H had told NFU or the LA, prior to his complaint, not to use email. He concluded NFU hadn't acted unreasonably by sending the decline letter by email. As Mr H didn't accept that outcome the complaint was passed to me to decide. He said all his correspondence with NFU has been by letter or phone, he hadn't used email for any communication.

## **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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr H and NFU have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

I've considered if NFU made a mistake or acted unreasonably, in March 2023, by only notifying Mr H of the claim decision in an email.

According to NFU, Mr H provided it with his email address in 2020. It was then added to his records. When the January 2023 claim was raised, NFU transferred his information, including the email address, to the LA. The LA then used a combination of telephone calls and emails to communicate with Mr H. But the email address was the sole method of communicating the decline decision.

I accept, prior to the claim, NFU had always communicated with Mr H by post or telephone. That, it seems, would have been for policy renewals or amendments. But I don't consider it was, in principle, unreasonable for the LA to have used the email address for the claim. After all Mr H had provided it to NFU previously. But I would consider it unreasonable, if he had specifically requested only postal or telephone contact for the claim.

Mr H has said he told the LA he only wanted contact by telephone or email. The LA denies that happening, saying, if it had, there would be a note on the claim record. The LA's reviewed records of various telephone calls with Mr H, in early 2023, during the claim. It's said there is no note of a request for contact by post and telephone only, or of Mr H asking for email not to be used.

I accept it's possible Mr H did make that request. There isn't anything that provides certainty either way. That means I've had to decide what I consider most likely happened. I think, had Mr H made the request, it probably would have been noted in the LA's records. So, on balance, I can't say it most likely happened. That means I can't find the LA failed to fulfil his request by sending the claim decision by email only.

I realise this will be frustrating for Mr H, but I'm not persuaded NFU did make a mistake or acted unreasonably by only notifying him of the claim decision by email. So I won't be requiring it to pay him any compensation or do anything differently.

### **My final decision**

For the reasons given above, I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 24 April 2025.

Daniel Martin  
**Ombudsman**