

The complaint

Mr S has complained that The National Farmers' Union Mutual Insurance Society Limited ("NFU") has declined part of a claim he made on his buildings insurance policy.

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 limited to claim events up to and including NFU's complaint response in May 2024. If Mr S is unhappy about claim events after that time, he's entitled to get in touch with NFU to raise a new complaint.

Our investigator thought NFU had acted fairly in response to the complaint. I agree, and for the same reasons, so I don't think there's a benefit for me to go over everything again in detail. Instead, I'll summarise the main points:

- Mr S got in touch with NFU after the parapet wall fell from the roof, causing damage below. NFU declined to cover the parapet wall damage. It said this had been caused by gradual deterioration – which wasn't covered by the policy.
- The policy covers damage caused in specific ways only – known as insured events – subject to terms and conditions. One such term is that damage caused by wear and tear or otherwise gradually isn't covered.
- To investigate the cause of damage to Mr S' property, NFU appointed a structural engineer, A, who inspected the damage and reported their professional opinion. A concluded the damage had been caused due to a combination of water ingress and lack of restraint, causing the masonry to deteriorate slowly over time.
- I haven't seen any other professional opinion about the cause of damage to Mr S' property. So I'm satisfied it was fair and reasonable for NFU to rely on A's professional opinion. I think it's clear A thought the damage had been caused by gradual deterioration or wear and tear.
- Mr S notes it's possible a problem with his neighbour's roof could have caused his parapet wall damage – in which case it may not be accurate to describe the cause of the damage to his wall as gradual deterioration or wear and tear.
- He's provided a copy of a report prepared by a different structural engineer, B, for his neighbour's property. In summary, B said there was potentially a lack of maintenance that could have caused the problem, but that was speculative, and a definitive cause of the problem at the neighbour's property couldn't be given.
- B didn't reach a firm conclusion about a cause of the damage to the neighbour's property – and didn't comment on the cause of damage to Mr S' property at all. So I don't think B's report challenges A's professional opinion.

- I understand Mr S' neighbour's insurer covered their claim for their parapet wall. Whilst that may be the case, that alone doesn't mean NFU should also cover Mr S' claim for his parapet wall. It's entitled to rely on its policy terms and the professional opinion it received from A. If Mr S has evidence to challenge A's professional opinion, he's welcome to share it with NFU for further consideration.
- Overall, I'm satisfied NFU acted in line with the policy terms, and fairly and reasonably in the circumstances, when it declined to cover the parapet wall.
- NFU accepted the damage caused by the wall falling and impacting other areas was covered by the policy. This included a 75% contribution to the overall scaffolding and parking suspension costs. I'm satisfied that's a fair and reasonable contribution. Much of this cost would have been required for the insured damage – but some of it was only required for the parapet wall repairs, which aren't insured.
- NFU conceded there had been some delays and poor communication and offered £150 compensation. I'm satisfied that's a fair and reasonable offer in the circumstances. Mr S called for updates on a number of occasions as NFU didn't proactively provide them to him. Overall, it took NFU around two months to investigate the claim, reach a decision – and respond to the complaint. So I think the delays were minimal up to that point.

My final decision

I don't uphold this complaint.

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

James Neville
Ombudsman