

The complaint

Mrs W and Mr H complain, on behalf of the estate of Mrs H, about how The National Farmers' Union Mutual Insurance Society Limited (NFU) has handled a subsidence claim made under the buildings insurance policy.

Mrs W and Mr H are representing Mrs H's estate. As Mrs W has been the primary contact, I'll refer directly to Mrs W in my decision. Any references to NFU include its agents.

What happened

The background to this complaint is well known by both parties and has been the subject of several complaints to NFU. Our investigator previously set out that we could only consider NFU's handling of the claim between 10 November 2023 and 17 May 2024, when the last final response letter was issued. Mrs W accepted this, so this is the timeframe that is the focus of this decision. I appreciate Mrs W has raised several concerns with the investigator after May 2024, and she's free to raise those concerns as new issues with NFU if they haven't been raised before.

Mrs H notified NFU that she was concerned about potential signs of subsidence in July 2022. A schedule of works was drawn up in March 2023 and began in August 2023. At the end of November 2023, NFU's contractors indicated they had finished their works. Mrs W attended the property but disagreed the works were complete. She identified a number of items on a snagging list which were incomplete and became aware of a leak around the bay window. NFU said this hadn't been damaged by subsidence, but Mrs W disagreed and carried out further checks of the guttering and brickwork in the area and provided photos to support her findings.

Mrs W had another meeting in February 2024 to address the remaining of the snagging issues. The loss adjuster accepted the property was still being impacted by subsidence and arranged for the repairs to be carried out to the lounge ceiling.

However, Mrs W remained unhappy with NFU's handling of the claim and raised further complaints. NFU responded to Mrs W's complaints on 14 and 17 May 2024. NFU said since the final response letters in May 2023, Mrs W had needed to pursue the progression of the claim and acknowledged the issues around the bay window weren't addressed as quickly as they could have been. NFU also acknowledged further delays in completing the snagging works and apologised for this. NFU paid a total of £900 compensation over these two letters.

Mrs W referred her concerns to the Financial Ombudsman Service. They were considered by one of our investigators who said, in the round, the compensation paid by NFU fairly reflected the poor handling of the claim. Mrs W didn't agree. She said NFU ought to cover the costs incurred as a direct result of the poor handling of the claim, like the reimbursing them the works to the bay window, council tax and increase in premiums. Our investigator said some of these issues had been raised after the final response letters, so wasn't minded to reach a different conclusion. This case has been 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.

First, I want to set out that I'm not intending to comment in detail on every argument or piece of evidence provided. Instead, I'll focus my findings on what I consider to be the key evidence which is material to reaching a fair and reasonable decision. This isn't meant as a discourtesy to either side, rather it reflects the informal nature of the Financial Ombudsman Service and my role within it. But I want to reassure both sides that I've carefully considered everything they've said and provided, even if I haven't directly commented on it.

However, having considered the available information, I've reached the same conclusion as our investigator and for largely the same reasons.

In response to the investigator's conclusions, Mrs W talked in detail about costs she says have been incurred because of NFU's handling of the claim. This includes increased premiums, excesses and council tax payments as a result of the time taken to finalise the claim. I appreciate Mrs W feels strongly about these issues, but they haven't been raised with NFU and responded to within the timeframe I am able to consider in this decision.

It's for Mrs W to decide if she wants to raise those issues (if she hasn't already done so) with NFU. If Mrs W remains unhappy, she can refer any outstanding concerns back to the Financial Ombudsman Service.

NFU's handling of the claim

I'll turn first to the issue with the snagging lists. Mrs W highlighted in December 2023 there were still outstanding items on the snagging list. NFU acknowledged this wasn't good enough and, following a site visit where the outstanding works were reviewed, said Mrs W would be contacted when the works were finished to confirm they'd been finished to the correct standard. Ultimately, it's accepted Mrs W ought not have been in the position where she was having to follow this up. As I've noted, NFU acknowledged its handling of this part of the claim wasn't good enough, and this will form part of my decision about whether it took appropriate steps to put things right.

The bay window at the front of the property was a long-standing concern. Mrs W said damage was occurring to the property and believed this was because of the subsidence impacting other areas. She asked for NFU to carry out an inspection. NFU initially declined to do so. It said the subsidence was at the back of the property and the water damage caused needed to be considered as a separate claim. Mrs W said she'd arranged to have the roof of the bay windows re-felted the year before, so considered subsidence likely to be the cause of the damage.

Mrs W says NFU ought to have done more to assess the damage before stating it was unrelated to the subsidence claim. In particular, Mrs W says a survey ought to have been carried out at the appropriate height to determine the cause of the damage. Mrs W said this as she highlighted previous documentation showed one of the impacted bay windows was in the area of damage identified by NFU. When NFU didn't act, Mrs W organised a further inspection which she says identified damage to the guttering and cracking in the brickwork. Mrs W shared these findings and photos with NFU.

I can see NFU considered the photos provided by Mrs W but initially concluded the cracking shown wasn't consistent with the typical signs of cracking caused by subsidence. However,

NFU did agree to cover the repairs as part of the remedial works. I haven't seen any evidence to show subsidence was the cause of the damage, but I'm satisfied, given the proximity of one of the bay windows to the area of damage, it was appropriate for NFU to carry out the repairs.

I've reviewed the invoices Mrs W provided in relation to the bay window repairs and that she's asked to be reimbursed for. I'm not going to require NFU to do so and I'll explain why.

There are two invoices, and both are dated 31 January 2024. One is for £443 and says, "*Repair 1st Front Window Roof Bay*" and the second is for £390 and says, "*Repair 2 Front Window Roof Bay*". Neither contain a description of any damage repaired and I'm mindful Mrs W said she had previously arranged for both bay window roofs to be re-felted. I can't be sure whether the damage occurred because of subsidence, because of failed re-roofing, a combination of the two or for an entirely separate reason.

In any event, I'm satisfied NFU carried out the internal and external repairs as part of its works. But I'm also not persuaded Mrs W has shown the estate of Mrs H paid these invoices or that the estate ought to receive a refund. This is because I haven't seen sufficient evidence the invoices were for works that ought to have been covered by the policy.

NFU's response to the complaints

In the final response letters dates 14 May and 17 May 2024 NFU accepted the contractors weren't as proactive as they could have been in completing the repairs. In addition to this, Mrs W had to proactively ask for updates on a number of occasions during the timeframe I can consider. It's accepted that NFU could have handled this claim better but across the two final response letters issued in May 2024, it paid a total of £900 compensation.

Sadly, Mrs H passed away before the timeframe I'm considering in this decision. This means I can't consider what impact NFU's handling of the claim had on Mrs H directly.

Mrs W and Mr H have brought this complaint in their capacity as executors of the estate. And whilst I can see this claim was difficult and frustrating at times - particularly for Mrs W - I can't make an award of compensation to her directly because she's not bringing the complaint as a policy holder in her own right. Though I want to note here that I can see this matter was deeply impactful on her. But because of how the complaint has been brought to this Service, and the timeframe I'm able to consider, I'm not going to ask NFU to do anything more to put things right.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs H to accept or reject my decision before 23 October 2025.

Emma Hawkins
Ombudsman