DRN-5796242

Financial Ombudsman Service

The complaint

Mrs D and Mr F complain about The National Farmers' Union Mutual Insurance Society Limited ("NFU")'s handling of their buildings insurance claim.

All references to NFU also include its appointed agents.

What happened

Below is intended to be a summary of what happened and does not therefore include a full timeline or list every point that has been made.

What my decision covers

My decision focusses on events up to NFU's final response of January 2025. I can see Mrs D and Mr F have experienced further issues and initiated a separate claim due a further incident regarding neighbouring works. I can also see other activity has taken place regarding the legal expenses section of the policy. However, I will not be considering these elements here.

- Work was being carried out to a neighbouring area to Mrs D and Mr F's property around April 2024. They were informed a concrete pumping operation would be set up on the bridle way next to their property.
- Mrs D and Mr F said attempts were made to fit heavy machinery down the bridle way, but it couldn't fit without impacting their property. Therefore, an alternative option had to be taken.
- Mrs D and Mr F were concerned about the risk of damage to their property. They called NFU for advice due to the works near their property. At the time Mrs D and Mr F said no damage had occurred, but a claim was submitted on NFU's advice due to the nature of the works – and that it was likely damage would eventually occur.
- In May 2024, NFU visited the property. During its investigation it noted damage to the property which it said would be covered under the terms of their policy.
- The neighbouring works have continued in the meantime.

In June 2024, NFU sent a structural engineer to survey the property. In its report it has noted:

- It observed cracking in individual stones in several areas of the property, including the front, rear and gable wall. However, it noted greater cracking to the gable in comparison to other areas of the building.
- Areas of the property had been repointed previously, prior to Mrs D and Mr F purchasing the property. It said the type of mortar used could be defective.
- It said cracking in larger stones could indicate a longstanding issue that predates repointing work.
- It said it wasn't possible to say with certainty the exact reason for the cracking, given it was unknown when it occurred, or the extent of ongoing movement.
- It said it was likely due to increased load through the stonework and vibrations

through the ground due to the proximity of the bridal way.

- It recommended monitoring be carried out to the north elevation and gable walls to understand whether they were progressively moving. In addition, it also recommended vibration monitoring be carried out to track vehicle movement and its impact on the property.
- Mrs D and Mr F said NFU ignored the recommendation for monitoring.
- In September 2024, NFU wrote to Mrs D and Mr F to inform them the claim had been declined. It said its engineer found no evidence of damage caused by a one-off event, consistent with the work being carried out by their neighbours. It said the damage identified was from inherent defects at the property and gradual damage that occurred over a period of time – which was excluded from cover under the terms of the policy.
- Mrs D and Mr F didn't agree with NFU's decision to decline the claim and so raised a complaint.
- NFU provided its final response to this complaint in January 2025. It acknowledged it had initially indicated repairs would be covered under the policy, and that it had caused avoidable delays in progressing matters.
- For this it offered Mrs D and Mr F £500 compensation for the inconvenience its actions had caused.
- However it said having considered all the available information, it maintained its decision to decline the claim for the reasons it had set out previously.
- Mrs D and Mr F didn't agree, so brought their complaint to our service.
- They said there was no damage to the property prior to the neighbouring works commencing down the bridle way. They were unhappy with NFU's handling of the claim, including delays in its progression, ignoring recommendations for monitoring to be carried out while works were ongoing and being initially told the damage would be covered.
- They've provided a copy of a survey of the property in 2017 which they said confirmed no structural defects.
- They said their property now has structural damage because of the neighbouring works. They said their premiums have now also been affected and they've been left with the bill for repairs, along with concern of what further damage will occur while works at the neighbouring property continue.

Our investigator's view

Our investigator didn't recommend the complaint be upheld.

She said NFU's report had highlighted issues and defects including the issues with the pointing. So, she felt it was likely the issues were exacerbated by the vibrations from the works, but they weren't the cause. As the issues didn't appear to have been caused by a one off and unforeseeable event, she felt NFU had acted fairly in applying the exclusion and declining the claim.

She acknowledged that NFU had caused delays in progressing the claim and had failed to reasonably manage Mrs D and Mr F's expectations. But she felt the compensation it offered fairly recognised the impact of its actions.

Mrs D and Mr F disagreed and asked for an ombudsman to review the matter. They clarified that due to further events that had transpired, and NFU providing payments for works to start, the only aspect of their complaint now outstanding was that NFU ignored the request from its structural engineer to undertake monitoring of the building.

They said they did not expect NFU to rectify existing defects that are part of the nature and character of the property, but did think it reasonable the building to be monitored in line with its expert's recommendations.

I issued a provisional decision on 7 August 2025. In my provisional findings, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm aware I've summarised matters in far less detail than either of the parties, and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here – primarily around the monitoring.

Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

- *NFU have pointed towards several pre-existing issues with the property which its engineer said could have possibly contributed to the damage. However, in conclusion it set out that it couldn't provide a definitive answer on the cause of the damage – or confirm that the property wasn't moving.*
- *NFU's own expert recommended a monitoring programme, and as a definitive answer hasn't been given as to the cause, I think it was reasonable that this was carried out.*
- *I can see monitoring has been recommended again in relation to subsequent events, but if this hasn't begun, I think it reasonable that NFU should now proceed to do so as per its own experts' recommendations.*
- *I also considered the compensation NFU offered for the delays and service issues in its handling of the claim, and I think the £500 was fair for the issues it identified.*
- *However, I've found that it should have initiated the monitoring programme following its expert's recommendations and therefore it has declined the claim incorrectly. So, I think NFU should increase its award to a total of £800 in reflection of this.*

So, for these reasons, I intend to uphold this complaint

Putting things right

To put things right I intend to direct that NFU should:

- *Proceed to carry out relevant monitoring of the property, in line with its own expert's recommendations.*
- *Pay Mrs D and Mr F £800 compensation."*

Responses to my provisional decision

Mrs D and Mr F said they had no further comments following my provisional decision.

NFU didn't agree with my provisional decision. It said it didn't understand what I felt had caused the damage from my provisional findings. It said the previous findings from its experts set out that damage in the area concerned was due to inherent defects and a gradually operating cause.

It said its structural engineer's report had set out the damage was not due to a one-off incident but due to failure of the stonework over a number of years. It said as its failure was due to inherent defects, it would not fall under consideration for cover.

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.

I've reconsidered all the available information along with NFU's additional comments, but it doesn't change my decision – or my reasoning.

The purpose of my decision isn't to comment on what I believe the cause of the damage to be. The purpose of my decision is to make a finding on whether NFU have acted fairly in its handling of the claim.

I acknowledge in its report the structural engineer has set out concerns with the stonework including the use of the type of render and common defects in that type of stonework. This forms part of several comments it made in its assessment of the property.

But in conclusion the structural engineer said

"It is not possible to say with certainty, based on a single visit, the exact reason for this cracking…"

Under its recommendations. It also recommended immediate monitoring at the property. Monitoring was recommended to understand whether the property was progressively moving and to understand the impact of the vibrations on it. I can't see this was ever done.

Comments were subsequently made by NFU's loss assessor about the cause, ruling out subsidence and that the damage was due vibrations from heavy vehicles passing nearby. This doesn't appear to be supported by further detailed investigation, such as the recommendations set out by the structural engineer.

So, I'm not persuaded this conclusively sets out a cause of damage or that any of the opinions have been backed up with further information that supports a definitive cause was found. The structural engineer made recommendations, and they were not followed, and I've not seen anything that persuades me NFU acted reasonably in not doing so.

Putting things right

I direct NFU to:

- Proceed to carry out relevant monitoring of the property, in line with its own expert's recommendations.
- Pay Mrs D and Mr F £800 compensation.

My final decision

My final decision is that I uphold Mrs D and Mr F's complaint.

To put things right I direct The National Farmers' Union Mutual Insurance Society Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr F to accept or reject my decision before 1 October 2025.

Michael Baronti
Ombudsman