

The complaint

Mr and Mrs W complain about the following: -

- The quality of the work carried out by the contractors appointed by National Farmers 'Union Mutual Insurance Society Limited following an escape of water at their home.
- The inappropriate behaviour of one of the contractors.
- The contractors missing appointments while the work was being carried out.
- The level of service provided by the loss adjustor NFU appointed.
- The increase in their premium following their claim.

What happened

The parties are familiar with the details of the complaint and given the nature of some of what happened I'm only going to summarise what occurred.

Mr and Mrs W had an escape of water at their property. They made a claim under their household buildings and contents policy which was accepted by NFU. NFU appointed Loss Adjusters who appointed contractors to carry out the necessary repairs.

There were delays in work being carried out, the standard of repairs was poor and this led to further damage. Mr and Mrs W didn't feel supported by their appointed loss adjustor who was overseeing the repairs. And during the course of the work one of the contractors behaved inappropriately towards Mrs W on multiple occasions.

This same contractor also persuaded Mrs W to agree to him doing private work for her on the family bathroom which wasn't part of the escape of water claim. Mrs W and her sister stripped out the family bathroom, but no work was ever done on it.

Mr and Mrs W raised a complaint with NFU and their final response letter is dated 13 January 2025. In this they apologised for the numerous failings in their service and all Mr and Mrs W had gone through throughout the claim.

In respect of the inappropriate behaviour of the contractor NFU said they take the wellbeing of their customers very seriously, and this behaviour was clearly not acceptable. They said the firm were no longer trading but they'd taken steps to ensure they were never put back on their network.

NFU accepted that there were issues with some of the work, both in respect of Mr and Mrs W's claim and the private agreement with the contractor. They referred to the following issues: -

- The kitchen roof partially collapsed.
- There were boards covering their thermostat.
- The quality of repairs to the ensuite were substandard.
- The main bathroom repair agreed privately was substandard.
- A radiator ruptured as a result of water pressure.

NFU accepted that these issues should never have happened. And they acknowledged that the smell and mess Mr and Mrs W had to live with and the stress this caused was unacceptable. Following a meeting with their loss adjusters they said it had been agreed that the poor quality works, including the private works agreed on the family bathroom would be rectified as part of their claim. And this would include the repairs needed relating to the ruptured radiator, which wasn't related to the escape of water claim.

NFU acknowledged that there had been appointments the contractors hadn't turned up for without sufficient notice, which they said was just another example of the ways in which they'd let Mr and Mrs W down. And they also accepted that the loss adjuster could have done more to help them initially.

In respect of the increase in their premium NFU acknowledged that this had increased steeply due to general ratings increases, alongside the claim being logged, but said their underwriters had confirmed the price quoted was correct.

So to resolve Mr and Mrs W's complaint NFU agreed to complete all the outstanding works, including in the family bathroom, and that caused by the ruptured radiator, and to pay them £1,250 in compensation.

Mr and Mrs W weren't happy with the compensation NFU offered and said they were looking for substantially more. NFU responded to this saying the repair works they'd agreed to cover, including those which weren't part of the claim would cost more than £10,000 so they weren't prepared to increase their offer.

Mr and Mrs W then complained to our service. Our investigator considered the case and while he said he understood how serious and upsetting what had happened was, he felt that the £1,250 together with the agreement to complete the rectification works, which NFU had shown cost more than £10,000 was fair and reasonable compensation.

He noted that NFU had renovated the family bathroom making good all the electrics, which Mr and Mrs W agreed had been done to a high standard. When as this bathroom wasn't part of the initial claim they didn't have to take any action. So he didn't ask NFU to do anything further.

Mr and Mrs W didn't accept our investigator's opinion as they said they'd bought all the family bathroom furniture and fixtures and the new contractors had just fitted these. Our investigator requested details of the scope of works carried out by NFU and confirmed to Mr and Mrs W that the cost of the work done on the family bathroom exceeded £9,000. So he remained satisfied that NFU had treated the complaint with the seriousness required and the compensation offered was fair and reasonable.

The case then came to me for a decision.

I issued my provisional decision on 29 August 2025. This is what I said: -

I appreciate the really difficult time Mr and Mrs W have had as a result of their claim. And it's clear from what Mrs W has told us that it's had an impact on her mental health and that of her husband, who's not in good health.

NFU have acknowledged that there were multiple failings in how the claim was dealt with. So what I need to consider is whether the compensation they've offered is sufficient given the distress and inconvenience Mr and Mrs W have experienced.

If NFU had only offered £1,250 compensation I'd have asked them to do more. But I have to

take into account the additional work they agreed to cover which wasn't related to the original escape of water claim. NFU accept that the works carried out by their original contractors were of poor quality and rectification works were required. But in addition to this they agreed to cover the cost of the work on the family bathroom, which was a private agreement between Mr and Mrs W and one of the original contractors.

NFU didn't need to agree to do this. I appreciate that Mrs W has told us that she and her sister stripped out the family bathroom, and that she and Mr W paid for the new bathroom suite and the fixtures, which were simply fitted by the new contractors. But NFU have provided details of the costings which confirm that the work carried out on this bathroom came to £9,244.79. And in addition to this they covered the cost of damage caused by the ruptured radiator, which was the result of a wear and tear issue.

These amounts in addition to the £1,250 NFU have offered are considerably more than the compensation I'd have required them to pay if they'd not agreed to cover this work.

The family bathroom wasn't affected by the original escape of water. The work to be done was a private arrangement between Mr and Mrs W and one of the original contractors, so even taking into account all that happened in the course of the claim, it wouldn't have been fair for me to ask NFU to cover this, had they not agreed to do so. And I think their offer shows how seriously they took the complaint.

Mr and Mrs W also complained about the increase in their premium. NFU acknowledged this and but said their underwriters confirmed that the premium was correct. This wasn't addressed by our investigator in his view.

I asked NFU to provide details of the underwriting evidence they relied on in fixing Mr and Mrs W's premium. This was to confirm what impact, if any, the additional work they agreed to cover had on the premium, and to confirm that another customer in the same position would have been charged the same.

NFU have provided evidence of how Mr and Mrs W's premium was calculated and they've confirmed, which I accept, that in calculating Mr and Mrs W's premium they only took into account that there'd been a claim, not the value of the claim. So the additional work they agreed to cover in the family bathroom didn't affect their renewal premium.

As I'm persuaded that NFU have dealt with Mr and Mrs W's case fairly I don't require them to do anything further.

Responses to provisional decision

NFU have said they have nothing further to add.

Mr and Mrs W have said that the compensation offered and the additional work covered by NFU doesn't compensate them, in particular Mrs W, for the distress, trauma and financial losses they've suffered.

Emotional and Psychological Impact – Mrs W has said that the actions of NFU's appointed contractor left her feeling violated, unsafe in her home and constantly anxious. She's now on antidepressants and having ongoing counselling. And the quality of her life has been severely affected.

Financial Impact – Mrs W says she paid for the bathroom supplies despite NFU saying they covered the cost of the work. She says she paid for alternative accommodation for her daughter and her family twice because her house was uninhabitable. And she covered the

cost of repairs carried by plumbers and a decorator and paid for radiators and the disposal of water damaged furniture. She says this all arises from sub-standard work carried out by NFU's contractors and the cost should be covered by them.

Sub-standard work and admissions by NFU staff – Mrs W says that several NFU employees visited their home and expressed shock at the poor standard of work that had been carried out. There were gaping holes in the ceiling, the house smelt of sewage, there was peeling wallpaper and the unfinished bathroom left the house unfit to live in. She says NFU have admitted failings but haven't offered meaningful redress.

NFU's offer – Mrs W says the work done on the family bathroom doesn't address the costs she's paid. It doesn't compensate her for the impact or disruption to her life. And it's unreasonable to suggest that additional work could compensate her for the trauma caused by the misconduct of NFU's contractor.

Mrs W wants me to direct NFU to provide proper compensation to reflect her financial losses and the psychological impact she experienced.

We contacted NFU and asked for their comments on the financial losses Mrs W has raised. They've told us that Mr and Mrs W haven't provided them with details of any financial losses or expenses that they haven't considered or taken into account. And they provided us with copies of a number of calls made to Mrs W in July and August 2024 when they were reviewing the complaint.

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 said in my provisional decision that I understood the very difficult time Mr and Mrs W had been through, but I was persuaded that NFU had treated their complaint with the seriousness it deserved.

I've now had the opportunity to listen to the calls between NFU and Mrs W in July and August 2024. It's clear from these calls that NFU took the complaint and the impact on Mr and Mrs W very seriously. When Mrs W was clearly very upset talking about what had happened and NFU offered to arrange counselling for her, saying there was no time limit on the offer.

Given the nature of the complaint NFU were very clear in seeking Mrs W's consent to pursue an investigation of their contractor's behaviour. And explaining that this was likely to involve her being interviewed and making statements about what had occurred. Mrs W confirmed that she was happy with the investigation proceeding.

I'm satisfied that NFU understood both from the reports from their loss adjusters, and the information that Mrs W provided, the very poor state Mr and Mrs W's property had been left in by the original contractors. During the calls Mrs W was offered alternative accommodation, which she refused as she said Mr W would find this very difficult, as he liked to be in his home, particularly as he was unwell. And she told NFU that they also had pets, so moving out would be difficult.

There was also a conversation about family visiting, and Mrs W not being able to put them up. NFU offered to cover any additional costs for accommodation or taking the family out for a meal. This offer was also refused by Mrs W as she told NFU that her sister was going to put them up and the whole family would be contributing to a meal. A further offer to

contribute to the costs of the meal was also refused.

NFU also spoke to Mrs W once the new contractors were on site to ensure that the work was underway and she was happy.

I've not seen any evidence that Mr and Mrs W provided NFU of details of additional expenses, either in respect of the cost of alternative accommodation for visiting family members, the cost of disposing of water damaged items of furniture, or the costs incurring on plumbers and decorators. So I'm unable to consider these as part of this complaint. But if she provides this information and supporting evidence to NFU I'd expect them to consider it sympathetically.

Having considered all that Mrs W has said I still think the compensation offered by NFU is fair and reasonable. I know that Mrs W doesn't accept that NFU covering the cost of work which wasn't related to the escape of water claim isn't adequate compensation. But given the cost of this work, which I couldn't have asked NFU to cover, unless they'd agreed to, I'm persuaded that this together with the £1,250 they've paid is fair and reasonable compensation. So, I'm not asking them to do anymore.

My final decision

So my final decision is that I don't uphold Mr and Mrs W's complaint about The National Farmers' Union Mutual Insurance Society Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 28 October 2025.

Patricia O'Leary
Ombudsman