

## **The complaint**

Mr W is unhappy with the delays he experienced with his subsidence claim, the handling of the claim and how the costs pertinent to Mr W weren't managed effectively. The home insurance was provided by The National Farmers' Union Mutual Insurance Society Limited ("NFU").

## **What happened**

Following review and validation, NFU accepted Mr W's subsidence claim in August 2022. NFU appointed a loss adjuster to manage the claim and due to the works required, a specialist contractor was appointed to manage and implement the repairs.

Mr W was unhappy with the length of time it took the claim to progress and felt NFU, and its representatives didn't do enough to progress the claim in a timely manner, such as doing all it could to expedite the planning process ahead of the repairs. Mr W had to intervene at several points. Mr W said the repairs to the property didn't commence until August 2024, and by mid-January the repairs weren't complete and three of the rooms within the house couldn't be used.

NFU acknowledged some failings in how the repairs had been completed and offered a goodwill gesture in the form of a hamper to apologise. After a second review, it also compensated Mr W £200 for the delay in reimbursing him for needing to appoint his own plumber to sort out an issue which NFU hadn't addressed. NFU explained that it had a long-standing relationship with its representatives and trusted their work. It thought communication between the parties was effective.

After agreeing to share the cost 50:50 for a replacement "Patress plate" with NFU, Mr W was disappointed NFU didn't do all it could to minimise the sourcing costs. Due to the significant costs quoted by NFU's own network supplier, Mr W researched suppliers and found a contractor who could complete the works for a significant cost saving. NFU said it was good news Mr W managed to save money.

Mr W doesn't feel NFU have properly considered his complaint points and he's expecting a much higher level of compensation for the distress and inconvenience experienced.

Our investigator decided to uphold the complaint. He thought the timeline for repairs was consistent with what is seen for subsidence claims, but he thought for communication issues and another repair failure, NFU should increase the level of compensation by £200. Mr W disagreed, so the case has been referred to an ombudsman.

## **My provisional decision**

It's important to appreciate the jurisdiction I have as an Ombudsman, so it's understood what points I can consider as part of this complaint. Mr W has made previous complaints to NFU related to this claim, which NFU has responded to. Under the rules set by the Financial Conduct Authority (FCA), I can only consider complaints that have been escalated to our service within six months of NFU's final response letter.

Therefore, my decision will only be able to consider the points raised by Mr W and which NFU responded to in its final response letters dated 3 January 2025 and 4 February 2025.

I'm pleased NFU has responded to our investigator's view, which recommended that NFU pay a further £200 compensation for the distress and inconvenience caused. My consideration is whether this provides Mr W with a fair and reasonable closure to his complaint.

I've started by considering the process for settlement of costs relating to the "Patress plate". I understand the arrangement was that Mr W would incur half of this cost and NFU and /or its representatives would incur the other half.

NFU's representative indicated two options, at a cost of circa. £4,000 - £6,500. The cost was through one of NFU/representative's network of suppliers. Mr W thought this was unreasonable and did his own research finding a much lower cost of under £1,000.

Mr W has alleged NFU / representatives of fraud. I've not seen any evidence of fraud and it's not my remit to investigate fraud. There are other routes Mr W could follow should he want to pursue an alleged criminal action. However, I have considered if NFU/representatives have been reasonable in dealing with this matter.

Ultimately, Mr W hasn't suffered a financial loss, as the "Patress plate" was eventually secured at a market competitive rate. Therefore, there isn't a financial loss for NFU to reimburse. However, I don't think that is the whole point Mr W has raised. I think NFU does have a duty of care that it treats its customers fairly.

I appreciate NFU relied on its suppliers to procure the "Patress plate" and it said it has used its network of suppliers. However, I'd expect network rates to lead to lower prices. I certainly think it's reasonable to expect NFU or its representatives to do its own research to ensure its minimising costs, not just for itself but for its customers as well. Therefore, I intend to uphold this complaint. I don't think NFU (who are ultimately responsible) have done enough in its duty to Mr W as his insurer to manage the claim in a fair way. Mr W has had to intervene, carry out his own research and he has been inconvenienced in the process.

The crux of Mr W's complaint is the delay from when he reported his claim to when the work was completed. So, I've next looked at this. The claim was accepted in August 2022 and was still playing out in January 2025, when Mr W said he still couldn't use three of his rooms. That's a period of 29 months, which feels like an extremely long time. However, I do know subsidence claims can take longer (due to waiting for the movement to settle) and I think the specific need of this build, to attain planning permission, will also have caused delays.

A large chunk of the claim timescale was due to the wait for planning permission from the local council to allow works to commence. NFU has said these timescales are determined by the council and mostly out of the control of it or its representatives. NFU said *"[the council] asked the loss adjuster for more information on two occasions which was provided without delay. He also chased the council for their decision"*.

NFU has shared a detailed timeline of the interfaces with the council. I can see the application for planning permission was made in November 2023 and planning approval was received in June 2024 (7 months later). I can see several interactions occurred between NFU's representatives and the council during this period.

Mr W said after he had a conversation with the council planning department, the building plans were approved a few days later. Whilst I appreciate Mr W's perception that his intervention was evidence that the council moved much faster when it was pressurised into

deciding. However, I've also considered that the timing of Mr W's intervention at the council could also be a coincidence with the approval process reaching a conclusion.

Mr W has provided a signed letter from the council planning team, which sets out the timeline specifically relating to the planning permission. As an independent source, I find this letter particularly persuasive. There is evidence that NFU / its representatives were slow in responding to information requests from the council. For example, after an email was sent asking for clarification on materials, NFU / its representatives responded three months later informing the council the person dealing with the claim had left its company. Therefore, I think it's reasonable to attribute this part of the delay to NFU's handling of the claim, so I uphold this part of the complaint.

However, gaining planning consent can be slow. I appreciate Mr W would've preferred NFU or its representatives to be chasing the council on a regular basis. However, some of the timeline is influenced more by workers not in NFU's sphere of control. And I can't see evidence that NFU or its representatives contributed to the timescales for the second half of this process.

In addition to the planning process, I do think there is evidence of other delays to the claim which were caused by NFU's representatives. These delays included:

- Mr W having to appoint his own building contractor to support his view of where water was entering the building and damaging the ceiling in the front room.
- Mr W had to commission a plumber to locate and repair the leakage caused by an inferior cap and washer being fitted when the radiators were removed.
- It took NFU's representative 8 weeks before a repair was made to the crack caused by the "Patrass plate" at the front left of the building (to the lintel above the bedroom window).
- Internal work was started before external works were completed to a satisfactory standard. It resulted in a storm highlighting an issue and caused the need for internal re-decoration to be done.
- A change in manager at the specialist contractor managing the works. Managing the staff and continuity of such is the responsibility of NFU / its representatives.

I can see Mr W has complained about the standard of communication throughout the claim. I've read a lot of the notes and details of the claim, and whilst I understand where Mr W is coming from. I can also see there was significant levels of communication behind the scenes that took place, that Mr W may not have been aware of. This is captured in the claim file that has been shared by NFU.

However, it does appear that communication wasn't as good as it could've been. An example of this, is NFU wrongly informing Mr W in its final response that his scaffold was removed one date when it transpired it was taken down on another. Whilst, this is one example, there are other aspects where it appears NFU or its representatives could've been more pro-active in expediting the claim or keeping Mr W informed of its progress.

Therefore, looking at the timescales in totality – the period before the planning process with the council is out of jurisdiction, as this is covered by earlier final response letters and as I explained earlier these weren't escalated to our service within six months. The overall timeline of 29 months is long, and it's difficult to say exactly how much of this was avoidable.

However, I'm persuaded from the evidence I have found and explained, that I think NFU (or its representatives) have been responsible directly for delays or indirectly (through

unsatisfactory communication or poor management). Therefore, I intend to uphold this aspect of the complaint.

NFU has already made a gesture of goodwill in the form of a hamper and paid £200 compensation in relation to the issues highlighted in my decision. However, I don't think the amount sufficiently compensates Mr W. The claim has been a long one, subsidence claims often are. However, I think there is even more reason for NFU to ensure the claim is handled efficiently and effectively so Mr W can enjoy the benefit of his home (as it was pre-loss) as soon as possible. The impact of this in distress over a long period of time can be considerable.

I can see Mr W has had to take an active role in the claim. The problems with the "Patress Plate" caused further inconvenience. So, for these reasons, I intend that NFU pay a further £1,250 compensation – for the distress and inconvenience caused by the delays.

Finally, I did consider that Mr W didn't think the condition of his three rooms in January 2025 were satisfactory. I can see an NFU representative was present at Mr W's home to sign off the works the following month. I've read the representative's notes from this meeting. The notes are detailed and thorough, so I'm persuaded that these were a good record of the meeting and provided closure for the claim.

Whilst I can see by this point the relationship for Mr W had broken down with the contractors, I haven't seen any evidence the issues continued beyond this point (or at least no further complaints were made to NFU and escalated to our service). Therefore, I'm unable to consider this point any further, as there is no evidence for me to review.

Mr W has asked for both excess payments to be refunded. However, Mr W is obligated to pay these excess payments under the terms and conditions of the policy. I've awarded Mr W separately compensation for the faults NFU caused. Two excess payments were due as Mr W had two claims for separate causes of subsidence (root induced clay shrinkage and escape of water in the underground drainage). So, I think NFU have been fair in charging these payments and not refunding them. So, I don't uphold this point.

### **Responses to my provisional decision**

Mr W didn't say if he accepted or rejected by decision. Mr W said the hamper provided to him by NFU as a goodwill gesture wasn't of much value to him and he said he had further issues with the "Patress Plate". He also wasn't aware of a report that was related to the sign-off of work in February 2025.

NFU said it understands that the provisional decision was likely to remain unchanged. However, NFU reiterated some points, which I have summarised:

- Two subsidence claims with different mitigating actions added to the overall timeline, both requiring bespoke assessments
- The (clay shrinkage) subsidence claim was delayed two to three months due to the felling of a farmer's tree, due to issues outside of NFU's control (choice of tree surgeon and payment process)
- It said it never coerced Mr W into agreeing the higher costs for the "Patress Plate" and it further explained the process
- It provided some further background to why Mr W used his own plumber
- It clarified when the external repairs began and said the use of lime mortar increased the timeline and it wasn't aware rooms were out of action.

## **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.

There have been several issues with this claim and both parties have provided information to support their views. I have tried to take a holistic view of these issues when making my overall decision of compensation.

I responded to Mr W's comments and informed him that I hadn't assigned any financial value to the hamper in making my decision. I've also explained to him the report I was referring summarised the works as a "*good standard*" and that I hadn't seen any evidence Mr W had raised any new issues with the work after this report. Mr W couldn't provide any further evidence in respect to his additional concerns with the "Patress Plate", so I haven't been able to consider this point any further.

Mr W has said he's written to NFU recently to inform it of additional cracks in his building. As this wasn't part of this complaint, I can't consider this point in my decision now. Mr W would need to raise a new complaint if he's not happy with NFU's response.

I've considered the points made by NFU, but I haven't seen any new evidence which makes me think my initial decision isn't a fair one. Taking all these points in the round and as set out in my provisional decision, I think my award is consistent with our service's guidelines. I think there has been a significant delay. Mr W had to take a pro-active role in the claim and one of the specialist contractors managing the claim had to be replaced. And I don't think NFU tried to minimise the cost Mr W had to contribute as I think it should've done.

## **My final decision**

My final decision is that I uphold this complaint. I require The National Farmers' Union Mutual Insurance Society Limited pay:

- £1,250 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 29 October 2025.

Pete Averill  
**Ombudsman**