

## **The complaint**

Mr D and Mrs D have complained that The National Farmers' Union Mutual Insurance Society Limited (NFU) unfairly dealt with a claim under their home insurance policy.

References to NFU include companies acting on its behalf.

## **What happened**

Mr D and Mrs D made a claim when the render on their home was damaged. NFU considered the claim under the storm peril and sent a loss adjuster to assess the damage. It later declined the claim as it said the damage was the result of faulty workmanship.

When Mr D and Mrs D complained, NFU maintained its decision to decline the claim. It said it had concluded that the render had been incorrectly applied. It said the render wasn't structurally sound before the storm. It also considered whether the damage was covered under accidental damage. However, it said there was an exclusion for causes that happened gradually. It said there wasn't cover under the policy.

Mr D and Mrs D complained to this Service. Our Investigator didn't uphold the complaint. She said NFU had provided persuasive evidence that faulty workmanship was the cause of the damage, which was highlighted by the storm.

As Mr D and Mrs D didn't agree, the complaint was referred to me.

## **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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

I've looked at the storm conditions around the time the damage was found. There were wind gusts of up to 66mph in the local area, which would be considered storm strength. I'm aware there was also a named storm, So, I think the answer to this question is yes.

I've also thought about the second question, on whether this was typical storm damage. I think render should normally be able to withstand a storm as a key purpose of it is to protect a property from issues such as poor weather conditions. However, as there might be some circumstances in which a storm could damage the render, I've gone on to consider the third question.

NFU sent a loss adjuster to assess the damage. The loss adjuster's report said:

*"With regard to the failed render, this appears to have been applied directly to a cement board. When pressing the cement board, this flexes.*

*The render appears to have lost its key to the cement board.*

*We have spoken with a Chartered Surveyor and it would appear that the render has been applied incorrectly."*

Following this, NFU also arranged for a chartered surveyor to assess the damage. This review was based on the photos. The chartered surveyor said:

*"The photos indicate large section of render that have perished and detached; while cracking and delamination is evident generally to several elevations.*

*...*

*I note I have almost 15 years of providing advice and administering building remedial works as part of insurance claims. I also note that I have more than 20 years' experience with analysing and remedying building defects for a wide variety of building types. I cannot identify a single insurance risk that would have created the defect that appears to have occurred shown in the photos you have issued to me. Had a risk been identified I would expect possible storm damage, impact damage or a possible escape of water saturating substrate from the interior. I understand that none of these considerations are in play. In any case, had any of these aspects been a consideration it could not explain the extent of damage to several elevations.*

*It is an unfortunate situation, but I can only surmise that the application of render has not been undertaken in a good and workmanship like manner. I note that it appears that a render board such as a calcium silicate board or render carrier board has been used as the substrate for the finishing application. There are various applications that can be applied and quite often on island the board is finished with a calcium silicate render that incorporates mesh. The photos suggest this system has not been applied. No mesh is present and the finish of render that remains is not of the same texture. As such the application would appear to be a more traditional hand trowelled render. Even still it is recommended that a mesh be applied to the system after a primer and adhesive coat is applied and no mesh is present. I cannot comment on the mix provided as this has not been analysed. However, for a render to be effective it must have a primer applied under the correct conditions and I have been witnessed to systems failing when the conditions for applications have not been met such as poorly primed boards, lack of moisture present, lack of mesh present. In these cases, failure is the overbearing cracking along board lines which is evident in your photos and sectional delamination and failure which appears to be the case in this instance. I believe that the current situation is a fault of the application and workmanship."*

This Service would generally say it is reasonable for an insurer to rely on its expert's findings unless there is a clear reason not to do so. Overall, I think these findings are clear and persuasive and seem to be consistent with the photos. I think they explain why the render likely failed and that this was a workmanship issue when the render was applied.

However, I'm aware Mr D and Mrs D have raised several concerns about NFU's claim decline. So, I've thought about these. They have said the photos the surveyor relied on were taken months after the damage happened. It's my understanding that some of the reason for this was that Mr D and Mrs D were trying to find a builder to look at the damage and they had difficulties finding anyone. However, regardless of this, given the issues identified were

about the original construction of the wall, I've not seen evidence that this time gap made a significant difference.

Mr D and Mrs D have also said the surveyor should have visited their property. However, I'm mindful NFU wasn't required to visit the property as part of the claim, but the loss adjuster did visit. I also think the surveyor clearly explained what was found based on the photos, along with the limitations of their findings.

Mr D and Mrs D have said the extension at their property was built under the full supervision of the building inspector, who reviewed the works during the construction process. I haven't seen evidence to show what was found at any building inspections or when they took place. It's also my understanding that Mr D and Mrs D didn't live at the property when the extension was built. However, if they have expert evidence to show how the extension was constructed and the render applied, this doesn't prevent them from providing NFU with that evidence.

Based on what I've seen, I think it was fair for NFU to decide the storm wasn't the main cause of the damage and that, instead, it was the result of faulty workmanship. I'm aware NFU also looked at whether the damage might be covered under accidental damage. However, it noted that there was an exclusion under that cover for damage "*caused by faulty design, materials or workmanship*". So, it said there wasn't cover under that part of the policy either. I think that was fair.

As a result, I don't uphold this complaint or require NFU to do anything else in relation to it. I think it was reasonable for NFU to decline the claim for damage to the render based on the evidence available to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 13 April 2026.

Louise O'Sullivan  
**Ombudsman**