

The complaint

Mr M complains about the handling of his claims by The National Farmers' Union Mutual Insurance Society Limited.

What happened

Mr M complains about 2 claims he made with The National Farmers' Union Mutual Insurance Society Limited (NFU Mutual).

A claim was made in June 2020 by Mr M but there was a delay in processing the claim and Mr M and his vet needed to chase NFU Mutual to get it progressed. Mr M complained to NFU Mutual. NFU Mutual considered his complaint and decided to uphold it. They apologised for the delay caused and the poor service.

Mr M wasn't happy with the response and didn't feel they had dealt adequately with the complaint for their error. During the process of the complaint Mr M highlighted that a previous claim made in 2019 hadn't been settled as it should have been. This claim should have been settled in April 2020 but due to a delay in the payment it wasn't settled until September 2020.

NFU Mutual issued a further response and acknowledged an error had been made in processing the payment in April 2020 so offered £100 compensation for the poor service Mr M had received in each of the claims. Mr M remained unhappy and said that he'd incurred late charges from his vet and that the problems caused by the delays had led to a breakdown in relationship with his vet – so he referred the complaint to this Service.

Our investigator considered the complaint and concluded that NFU Mutual considered the complaint appropriately and so she wouldn't be asking them to do anything further. Mr M disagreed and felt NFU Mutual should do more, so the complaint 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.

Having done so, I've decided not to uphold this complaint. I'll explain why

Mr M raised various points in regard to the service he received especially on the claim made in June 2020. Mr M feels there is still some conjecture in regard to whether a claim form was sent by NFU Mutual in June 2020. NFU Mutual have provided us with it's internal notes and from the information provided it's likely that the forms were sent out on 24 June 2020.

But I don't think that's the main issue here as clearly the claim form wasn't received by the vet. The issue is NFU Mutual didn't chase this up as they have said they should have done. NFU Mutual said they normally chase a claim form after 20 working days. They gave Mr M the date of 15 July 2020 as to when it should have been chased but I don't think this is

correct as 20 working days would actually have been 22 July 2020. In the meantime, Mr M's vet had already chased the claim form so NFU Mutual says this chaser dated for 22 July 2020 was closed before any chaser went out.

Mr M's vet chased NFU Mutual for the claim form on 20 July 2020 and it was resent to the vet the same day. Mr M also chased on 21 July 2020 but I'm satisfied by this time Mr M's vets had received the claim form, I say this because the date his vet has signed the claim form was 20 July 2020. Once the claim form was returned to NFU Mutual the claim was accepted.

I can see there was some confusing information provided to Mr M about the date the claim form should have been chased but overall I don't think this had a substantial impact on how the claim was ultimately settled or the length of time it took to be accepted.

Mr M also had concerns about a previous claim which should have been paid in April 2020. NFU Mutual have said that this was an error on their part as incorrect details were used. The vets needed to chase this a number of times. This led to a 4 month delay in the payment being made to the vets. Mr M has said this led to him incurring late fees from the vets.

NFU Mutual upheld Mr M's complaints and offered to pay a total of £100 in compensation for the poor service on each claim. Mr M said this wasn't sufficient saying he'd incurred late fees and that the delays had led to his vet terminating their working relationship with him, so he felt this had a significant impact.

Having considered the terms of the policy they say that late fees aren't something that would be covered under the policy and that the insured (Mr M) must employ the vet at their own expense, so whilst NFU Mutual may be able to assist by paying the vet directly, the payment of the vets fees will always have been the responsibility of Mr M. But in this case, I've look at the invoice from his vets and I can't see any specific referral to Mr M having to pay late fees – however there are some surcharges, but these seem to have been reversed so I don't think Mr M has incurred any late charges on the evidence I have seen.

I can see that the investigator spoke to Mr M's vet about the breakdown in relationship and they have confirmed that the breakdown wasn't due to the delay in payments by NFU Mutual. Mr M has asked us what reason his vets have given for the breakdown but that is a matter for him to speak to the vets directly.

I realise Mr M will be disappointed by my decision. But when looking at the offer of compensation for distress and inconvenience, the awards we recommend are modest and essentially depend on the impact caused. So, I think that NFU Mutual's offer of £100 compensation is fair and reasonable in the circumstances, so I won't be asking them to do anything further in relation to Mr M's complaint.

I also note Mr M is unhappy with the handling of his complaint by NFU Mutual. But as our investigator explained to Mr M, complaint handling isn't a regulated activity, so it doesn't fall within my remit to consider specifically how NFU Mutual handled Mr M's complaint.

My final decision

I am aware that The National Farmers' Union Mutual Insurance Society Limited has made an offer to pay £100 to Mr M. I conclude that such an offer is fair and reasonable in all the circumstances. My decision is that The National Farmers' Union Mutual Insurance Society Limited should pay Mr M £100, if it has not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or

reject my decision before 12 August 2021.

Jag Dhuphar
Ombudsman