

The complaint

Mr T complains about how The National Farmers' Union Mutual Insurance Society Limited (NFU) handled his claim made on his motor insurance policy.

What happened

Mr T told NFU that he had damaged his car and he made a claim. NFU told Mr T to take his car to an approved repairer for an estimate for repairs. But Mr T said the repairer told him that his car was a total loss, so Mr T left without having the estimate made. He complained to NFU, and it said that the approved repairer had incorrectly told Mr T that his car was a likely total loss, and this decision would be made by its engineer after the estimate was received.

Mr T declined to return his car to the repairer so photographs could be taken, and an estimate could be made. NFU arranged to send its engineer to Mr T's home to inspect the car. But Mr T withdrew his claim and had his car repaired privately. And he asked us to investigate the matter.

Our Investigator didn't recommend that the complaint should be upheld. He thought it was for NFU to decide if the car was a total loss and the approved repairer hadn't told NFU that it was definitely a total loss. He thought NFU had reasonably offered for Mr T to take his car to another garage for an estimate and to send out its engineer to make an inspection. So he thought NFU had done all we'd expect it to do.

Mr T replied asking for an Ombudsman's review, so his complaint has come to me for a final decision.

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.

Mr T has also raised concerns about the trading arrangements of the approved repairer and the behaviour of his local NFU branch. But I can't consider those here, just those matters he has already complained about to NFU.

I can understand that Mr T wanted his claim dealt with fairly and promptly. And I can understand that he felt frustrated that the slight damage on his car could affect the likely prospects of it being economically repairable. He thought this decision was unfairly made on the basis of the car's age without an estimate of the cost of repairs.

But from what I can see, this decision wasn't made by NFU. And it explained to Mr T that whilst the garage may have expressed an opinion about the likelihood of the car being a total loss, this decision would only be made by NFU's own engineer after a review of the repairs estimate and an assessment of the car's pre-accident market value.

So I think any opinion expressed by the approved repairer that the car was likely to be a total loss was premature. And I can understand that this must have been upsetting for Mr T.

Mr T hadn't remained at the garage so that photographs and an inspection for an estimate could be made. So NFU then needed to obtain these in order to decide on how to proceed

with the claim. Mr T didn't want to take his car back to the approved repairer. So I think NFU reasonably offered that he could take it to another garage.

When Mr T didn't do this, I think it then reasonably offered to send its own engineer to inspect the car. And I can see that a date was arranged for this, but Mr T was unhappy with the delay this would cause. Mr T's said his local garages wouldn't undertake insurance work. Then Mr T found that his renewal premium had increased substantially due to the open claim. So Mr T decided to withdraw his claim and have some repairs done privately at an economical cost.

So I'm satisfied that NFU reasonably tried to progress Mr T's claim after the initial premature opinion expressed by the garage. And so I don't require it to do anything further.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 27 January 2025.

Phillip Berechree
Ombudsman