

## **The complaint**

Mrs S complains about how The National Farmers' Union Mutual Insurance Society Limited ("NFU") has dealt with a claim she made on a Horse and Rider policy.

Mr S has been involved in the claim process and spoke with NFU about it, however for ease I will simply refer to Mrs S in this decision.

## **What happened**

The details of the complaint are well known to both parties, so I won't repeat them in full again here. Instead, I'll focus on providing my reasons for my 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.

- NFU declined the claim based on information given within a telephone call. It asked Mrs S to confirm if the claim was related to her horse's Digital Flexor Tendon Sheath, and when she confirmed it was, the claim was declined.
- I accept the policy terms say that a condition that has already been subject to a separate claim under the policy will not be covered, however there was no way of the call handler knowing, based on the limited information given, if the claimed for condition was exactly the same as the previous one.
- Mrs S is not a veterinary expert, or does she have an in-depth knowledge of the NFU policy terms and how claims should be handled.
- While I think it was reasonable for the call handler to manage Mrs S' expectations that the claim might not be covered, I also think it is reasonable the full circumstances of the claim, including any relevant veterinary notes are considered in detail prior to any formal claim decision being issued.
- In this case, I don't think NFU dealt with the claim fairly or reasonably. I think it should now review the claim in full in line with the terms and conditions of the policy.
- NFU's handling of the claim has understandably caused Mrs S upset and unnecessary inconvenience. I think it should also pay her £300 compensation to reflect the impact of its actions on her.
- Mrs S has separately raised that she didn't receive the policy terms and conditions when she took the policy out. I've seen an extract from NFU's systems which shows they were dispatched to her, so I don't think it acted incorrectly here. I can't explain why she didn't receive them.
- It isn't usual for insurance providers to send full terms and conditions documents each year at renewal, usually they will only notify policyholders of any updates. Mrs S would have been able to request a copy from NFU at anytime if she wished to.

For the reasons above I uphold this complaint.

### **Putting things right**

To put things right, NFU should do the following:

- Consider the claim in full in line with the terms and conditions of the policy, including any relevant limits and excess(s).
- Should the claim be accepted, any payments made to Mrs S should include interest at 8% simple per year from the date the relevant invoices were paid to the date of payment to Mrs S.

### **My final decision**

My final decision is that I uphold Mrs S' complaint against The National Farmers' Union Mutual Insurance Society Limited. I direct it to put things right as I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 14 March 2025.

Alison Gore  
**Ombudsman**