

## **The complaint**

Ms V complains about the way The National Farmers' Union Mutual Insurance Society Limited trading as NFU Mutual ("NFUM") investigated a claim on her car insurance policy.

## **What happened**

Ms V had a car insurance policy with NFUM.

In January 2024 Ms V was stopped at a traffic light in a city when she was hit from behind by a large vehicle, which caused damage to her car.

She wasn't able to record the third party's registration number, but she did see a company name on the vehicle. The third party drove away.

She reported the collision to NFUM and made a claim for the damage to her car. Repairs were carried out. Ms V paid her excess of £400. NFUM told Ms V to contact the police and ask for the footage, but it couldn't supply that to her and only to NFUM.

Ms V complained about the way NFUM investigated the collision. She says the area was heavily monitored by CCTV but NFUM didn't ask any of the authorities for footage. Ms V carried out her own investigatory work to try and find footage and the third party's name. She had to chase NFUM up to find out what happened.

NFUM didn't chase the matter up with the police or local authority until it was too late to obtain the footage. Because it couldn't recover its outlay from a third party, NFUM recorded the claim as being Ms V's 'fault' on her policy.

Ms V complained. NFUM said it thought its communication during the claim could have been better. It sent Ms V a cheque for £150.

Ms V remained unhappy and brought her complaint to this service. She said she didn't think she was responsible for the collision. She asks that NFUM refund her excess and mark the claim as 'non fault'. She complains about the increase in her premiums, which have roughly doubled and asks that her premium is corrected.

Our investigator looked into her complaint and thought it wouldn't be upheld. She said she thought NFUM's service hadn't been very good, but the compensation it offered was in line with this service's guidelines.

Ms V didn't agree with the view. She points out NFUM told her to contact the police knowing she, as a private individual, couldn't obtain the CCTV footage, and that NFUM waited for too long to contact the local authority so footage had been deleted.

She and asked that his complaint was reviewed by an ombudsman, so it's been passed to me to make a decision.

I issued a provisional decision intending to increase the amount of compensation NFUM needed to pay Ms V:

*In her approach to this service, Ms V has complained that her premium increased substantially following her claim. I can't see that she's raised this part of her complaint with NFUM, or that it's issued her with its final response, so I can't consider it further here.*

*But, I feel I'm able to comment that the fact Ms V had made a claim is likely to have been a rating factor in her renewal premium. This would change her premium regardless of who was at 'fault'. And, it's my understanding from the file that Ms V updated NFUM with some points on her driving licence during her claim, and this too is likely to have an impact on her renewal premium. If Ms V remains unhappy with the amount her premium changed then she's free to make a further complaint to NFUM, and this service in due course.*

*What I'm able to consider in this decision is NFUM's service during her claim and its impact on her.*

*I can see from the file that, in the early part of Ms V's claim, NFUM told her to report the collision to the police. I can see it said to do this because the third-party driver had driven away, the inference being that it's a criminal offence. Ms V did so, and asked for any footage from the police, but it told her it could only be supplied to her insurance company. Ms V told NFUM this and supplied it with the appropriate reference number. She'd also seen the name of a company on the third-party vehicle, which led to two companies nationally, one of which was much more local than the other, but there's no detail in the file to suggest that further action was taken by NFUM to find out whether that company was operating a vehicle in the area at the time.*

*In NFUM's final response, it said the police "do not have any footage to provide us with" but I can see Ms V had discussed the matter with the police and who were, apparently, reviewing footage when she called it.*

*I can also see in the file that NFUM commented that it should have set action points about obtaining the footage, but it had failed to do so and when it was prompted by Ms V after several phonecalls about it, the moment had passed and the footage wasn't available. NFUM didn't contact the local authority until about 33 days after the collision, when footage would be deleted after 28 days.*

*NFUM also didn't contact Ms V for 20 days after the collision and doesn't seem to have carried out any work on investigating her claim in that time period.*

*It seems to me that this isn't good service of NFUM.*

*However, I also need to consider whether any footage that may have ultimately been obtained would have led to a different outcome under Ms V's claim.*

*Ms V has supplied photos of the cameras in the location where the collision happened and I agree that they are many and varied. But, that doesn't necessarily mean that the cameras viewed the collision, or that the footage was useable, or the coverage was sufficient to reasonably prove that the third party was at fault, or that the responsible third party could be identified.*

*Without the ability to identify the third party as being responsible, the claim lies on Ms V's policy as 'fault'. It's important I say that the word 'fault' here has a particular meaning for NFUM. What it means is that it's not able to recover its costs from a third-party responsible for the collision. In other words, if it can't ascertain who was responsible, and then recover its costs from that third party, then 'fault' will be shown on Ms V's records. The word 'fault' doesn't necessarily relate to the actions of the parties 'on the road' that day.*

*Sometimes insurers don't follow up on footage because of the description used by policyholders, or they assess that the claim wouldn't benefit from obtaining the evidence. NFUM also has a responsibility to keep its costs low, and what this means is that it doesn't need to pursue all available evidence about the collision if it can reasonably satisfy itself about liability for it.*

*But in Ms V's case, it seems to me that NFUM likely meant to obtain the footage but simply failed to carry out the actions to do so. The type of collision made would reasonably seem to require footage to prove who the third party was, and that they caused the collision. This would, in turn, likely mean NFUM could recover its costs, and so record the claim as 'non-fault' for Ms M. So NFUM likely meant to try to obtain the footage, but only called and wrote to the likely camera operators when Ms V chased it repeatedly.*

*I've said above that I don't think this is good service of NFUM and I can see NFUM's error caused her distress and inconvenience.*

*In her approach to this service, Ms V has talked about her renewal premium doubling and her excess payment. As I mention above, I'm not able to consider the premium increase in this complaint.*

*Turning to Ms V's request that NFUM refunds her excess of £400, it's important I say that the excess is part of Ms V's agreement with NFUM, and as such she needs to pay her excess as the first part of each claim she makes. The excess would usually be refunded to her if NFUM is able to recover its costs fully, and as I said above this hasn't happened.*

*Unfortunately for Ms V, what this means is that I can't ask NFUM to refund her excess as it's part of the policy terms.*

*But what I can assess is the level of distress and inconvenience she's been caused by NFUM's mistakes and inaction. I think it's fair I say Ms V expected much better service from it, and her exasperation is, I think, clear from the notes in the file. I can also see she's been very busy dealing with other matters when the claim happened, and NFUM's lack of proactivity has been an unwelcome distraction for her. Taking this into account, I think the appropriate level of compensation should be set at £300.*

## **Responses to my provisional decision**

NFUM accepted my provisional decision.

Ms V responded and said she didn't agree that her conviction would have increased her annual premium to the extent it did. She asked again for the marker to be removed from her records so she can move on.

She points out that she did raise the issue of her premium increase with NFUM over the phone.

## **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.

I can see from Ms V's response that she feels her premium increase is unfair. She said she did raise that issue with NFUM. What I said in my provisional decision was also that NFUM needed to have given her its final response on that point. I understand her concern about this, so I would say that Ms V is free to ask NFUM for its final response on that point, and

then bring her complaint to this service if she remains unhappy.

Unfortunately for Ms V, I'm not able to ask NFUM to remove or change the record of the claim, as I think it's been recorded fairly in the circumstances I've talked about in my provisional decision. Ms V has my sympathies but I'm not going to change my final decision from the outcome I decided earlier.

### **My final decision**

It's my final decision that I uphold this complaint. I require The National Farmers' Union Mutual Insurance Society Limited trading as NFU Mutual to pay Ms V £300 compensation for her distress and inconvenience. If amounts have been paid toward this, then they can be deducted.

The National Farmers' Union Mutual Insurance Society Limited trading as NFU Mutual must pay the amount within 28 days of the date on which we tell it Ms V accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms V to accept or reject my decision before 4 August 2025.

Richard Sowden  
**Ombudsman**