

## **The complaint**

Mr S complains The National Farmers' Union Mutual Insurance Society Limited (NFU) has recorded a fault claim against his motor insurance policy following an accident.

## **What happened**

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In June 2022 Mr S was unfortunately involved in an accident involving another vehicle. He reported the incident to NFU and explained a third-party vehicle had hit his stationary vehicle whilst trying to park. Repairs were carried out on Mr S's vehicle and NFU attempted to make a recovery of its costs from the third-party's insurer.

The third-party's insurer initially offered to settle the claim as a 50/50 split liability, however it later said the area of damage on Mr S's vehicle wasn't consistent with the circumstances of the accident. NFU asked for its own engineer to comment on this.

In the meantime, Mr S raised a complaint with NFU as he was unhappy with the way his claim had been handled. On 18 April 2023 NFU issued Mr S with a final response to his complaint. It said it didn't believe it had caused any unnecessary delays and the service it provided was reasonable.

Mr S referred his complaint to this Service. Our investigator looked into things but said she thought Mr S had bought his complaint too late and so this Service were unable to consider it. This was accepted by Mr S. This complaint is in relation to the issues which occurred following this.

Mr S raised a further complaint with NFU as he was unhappy it was no longer pursuing the third-party's insurer and had recorded the claim as a fault claim. He said this had impacted his premium and he had incurred expenses whilst his vehicle was being repaired. He had also previously mentioned he was selling his vehicle and any loss in the value due to the bumper being out of alignment, even after repairs, would be the third-party's responsibility.

On 30 September 2024 NFU issued Mr S with a final response to his complaint. It said it was unable to change the claim to a non-fault one because its engineer and claim team felt the circumstances didn't align with the damage on Mr S's vehicle. It said as it was unable to prove the damage on his vehicle was from the accident it wouldn't be able to take this to court or pursue the third-party. Mr S didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. She said she thought NFU had handled Mr S's claim fairly and it was reasonable for it not to pursue the claim through the courts. She said as Mr S had now sold the vehicle, NFU weren't able to review the quality of the repairs carried out by its repairer but if Mr S had evidence of the repairs carried out NFU could review this. She said if Mr S provided her with evidence of the expenses incurred when he was without a courtesy vehicle she could review this.

Mr S didn't agree with our investigator. He provided a detailed response but in summary he said he had provided evidence the third-party was responsible for the accident and NFU had paid for repairs, demonstrating the accident occurred. He said NFU hadn't handled his claim fairly.

As Mr S didn't agree with our investigator 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.

I want to acknowledge I've summarised Mr S's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr S and NFU I've read and considered everything that's been provided. I've addressed the key points separately.

#### *Liability decision*

I should first explain that it isn't this Service's role to say who's at fault for causing an accident as that is the responsibility of the courts. Our role is to look at whether NFU carried out a fair investigation, reviewed all the evidence it has and has come to a reasonable decision.

The terms of Mr S's policy allow NFU to take over and conduct the defence or settlement of any claim made under the policy. So, it was entitled to settle the claim on what it believed to be the best terms, and it had the final say in how to settle a claim. However, it needed to exercise this right fairly and reasonably, taking into account everything both parties have provided.

Mr S reported to NFU that the third-party reversed and made contact with the right-hand side of his bumper. The third-party insurer provided NFU with a report from an engineer who said the damage on Mr S's vehicle didn't appear consistent with the accident circumstances. They said they would have expected to see horizontal damage on the right-hand side of Mr S's bumper. NFU asked its own engineer to comment on this. NFU's engineer had a similar opinion, advising they would have expected to see scuffing to the right-hand side of Mr S's front bumper.

NFU concluded it was unable to pursue the claim in court as it was unable to demonstrate the damages claimed were caused as a result of the accident and given the costs involved.

I think it was fair for NFU to conclude it wouldn't be able to prove the damage claimed for was caused during the accident. Two separate engineers had said the damage being claimed for was inconsistent with the accident circumstances. Mr S has said the impact to the right-hand side of his bumper has caused the misalignment on the other side of his vehicle. However, I think it was reasonable for NFU to rely on the opinion of the two engineers given they have the relevant expertise in the field. So, based on the evidence provided, I think the decision NFU made not to pursue the claim in court was a reasonable one.

Mr S has said NFU have carried out repairs to his vehicle and so it was clear it was damaged. There's no dispute there was damage on Mr S's vehicle, which is why repairs were carried out. I acknowledge there was later a dispute about whether this damage was caused by the accident, and I've thought about whether completing this repair was a failing

by NFU. However, I think it was reasonable for NFU to proceed with repairs based on the information Mr S provided it about the damage to his vehicle. I also note Mr S has had the benefit of his vehicle being repaired under the policy, and has meant he was able to sell his vehicle without this damage present.

As explained, the terms of Mr S's policy entitle NFU to settle the claim on what it believed to be the best terms, and I think its reasons for not pursuing Mr S's claim through the courts are reasonable. Therefore, I think it has acted fairly when settling Mr S's claim.

I know Mr S is unhappy this has been recorded as a fault claim against his policy. I think it's useful to explain this doesn't mean NFU believe Mr S was responsible for the accident. Rather, it means it has been unable to make a recovery of its costs from a third-party. As NFU were unable to recover its costs from the third-party, the claim has been correctly recorded as a claim against Mr S's policy.

#### *Vehicle repairs*

I can see on 14 February 2023 Mr S sent NFU an email to make it aware he was selling his vehicle. He said any reduction in the selling price due to the bumper not being aligned even after it had been in the workshop should be covered by the third party. So, there was a suggestion by Mr S the repairs hadn't been carried out appropriately as the bumper still wasn't aligned.

It's not entirely clear whether Mr S was unsatisfied with the quality of the repair carried out by NFU's repairer, nor whether there were outstanding issues at the time he looked to sell his vehicle. Ultimately, I've not seen evidence NFU's repairer didn't carry out appropriate repairs to Mr S's vehicle, and now it has been sold, it isn't possible for this to be reviewed.

If Mr S has evidence the repairs to his vehicle weren't carried out to an appropriate standard he should provide this to NFU to review. However, as I've not seen evidence of poor repairs I don't require NFU to do anything further.

#### *Taxi and train costs*

Mr S has said whilst his vehicle was being repaired he incurred travel costs. He has said he's provided evidence of this to NFU. NFU have said it requested evidence of these costs from Mr S but he didn't provide it, although it has acknowledged Mr S may have provided this to the business dealing with his claim for uninsured losses.

Our investigator invited Mr S to provide this Service with evidence of the costs he incurred but he hasn't done so. As I've not seen evidence of these costs, I'm unable to consider whether they are reasonable or direct NFU to reimburse Mr S these costs. If Mr S has evidence of these costs he's incurred, he should provide this to NFU in the first instance.

#### **My final decision**

For the reasons I've outlined above I don't uphold Mr S's complaint about The National Farmers' Union Mutual Insurance Society Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 October 2025.

Andrew Clarke  
**Ombudsman**