

The complaint

Mr D complains about how The National Farmers' Union Mutual Insurance Society Limited trading as NFU Mutual ('NFUM') handled a claim under his car insurance policy.

What happened

Mr D had a car insurance policy with NFUM.

In January 2025 Mr D's car was damaged while parked on his drive. His neighbour's gate blew down in high winds and struck one of its doors. It hadn't been secured and apparently was in a poor condition.

He contacted NFUM and made a claim for the damage. His car was repaired by NFUM and Mr D paid his excess towards the cost.

NFUM tried to recover its costs by approaching the Third Party Insurer ('TPI'). It wasn't able to get a response from the TPI

It wrote to Mr D and said it was reluctantly closing his claim.

Mr D complained. NFUM said it would pay him £100 compensation because it thought its communication with him could have been better.

Mr D remained unhappy and brought his complaint to this service. He complains that he had to pay his excess towards the claim and asks for it to be refunded.

Our investigator looked into it and thought it wouldn't be upheld.

Mr D didn't agree with the view. He asked that his complaint was reviewed by an ombudsman, so it's been passed to me to make 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.

I've reviewed the information on file, and I need to say that I'm not upholding Mr D's complaint. I appreciate this will be a disappointment for him, and I'll explain why I've reached this decision.

There are various matters in the file that Mr D has raised with this service, and I thought it may be useful for him if I deal with some of those in this decision.

He commented that he thought he may be able to claim under his home insurance policy. This likely isn't possible – he holds car insurance to cover (damage to) his car, and the home insurance policy covers his house.

So, his car insurance policy with NFUM responded to the damage that was caused to it. I've

been provided with photos of the damage and the gate which I'm led to believe caused the damage. Once Mr D noticed the damage had been caused, he made a claim from NFUM.

Under the terms of his policy, he needs to pay an excess towards each claim he makes. This is part of his policy and I think NFUM reasonably applied it.

There's a section of the policy that talks about an excess not being applied when damage is caused by an "uninsured driver". But I don't reasonably think that applies here – as Mr D's damage wasn't caused by another vehicle hitting it. So, I can't fairly ask that NFUM refunds his excess.

The claim is probably recorded against Mr D's policy as 'fault'. This has a meaning in insurance, and it refers to whether NFUM was able to fully recover its costs (the costs of the claim) from a third party. In Mr D's case, this would likely mean it was recovered from his neighbour. But, to be able to do so, NFUM would, in Mr D's name, effectively have to take legal action against his neighbour for their negligence in not securing the gate or maintaining it, meaning that the neighbour's negligence led to the damage to his car.

The approach NFUM took was to contact the TPI directly and make the allegation, but the TPI didn't reply to it. NFUM made several attempts and then assessed that it wasn't likely to make the recovery and it would cease the attempts. NFUM has a responsibility to keep its costs low and having read the file, I don't think its approach was unreasonable. I can also see NFUM considered legal action directly against the neighbour, and I'll also comment that Mr D has told this service builders were operating on site around the same time so it may be that proving negligence would be a complex matter.

Mr D possibly has the ability to take direct legal action against his neighbour, or the builder, for his uninsured losses (his excess, for example), but I can see from the file that he values his neighbourly relationship so if he wishes to pursue this route he should seek legal advice.

What this all means is that I think NFUM acted fairly in how it dealt with Mr D's complaint. It applied the excess he'd agreed to, it tried to recover costs from the TPI to resolve the issue in Mr D's favour, and it abandoned its attempts when it didn't reach a resolution.

I can see it paid him £100 compensation for its poor communication with him, meaning that he had to chase it up to find out what was happening on his claim, and I think that's fair.

In his approach to this service, Mr D also commented that he'd lost his No Claims Discount ('NCD') and his premium had gone up. I can't see that he's raised those issues with NFUM so I'm not able to make a decision on them here, but I will comment that Mr D's NCD was apparently protected, so it wasn't affected by the claim. The fact that he suffered a loss and made a claim will be a factor used by NFUM, and other insurers, in calculating his premium for future years. It's likely that NFUM's actions on this were fair, but Mr D can make a further complaint to it if he wishes.

So, I'm sorry this isn't going to be the outcome Mr D wanted, but I'm not going to uphold his complaint.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 2 January 2026.

Richard Sowden
Ombudsman