

## **The complaint**

Mr S a sole proprietor, on behalf of 'W', complains about the response of The National Farmers' Union Mutual Insurance Society Limited ('The NFU') to his motor insurance claim.

Some of Mr S' dissatisfaction relates to the actions of agents that were acting on behalf of The NFU. As The NFU have accepted responsibility for their agent's actions, any reference to The NFU in this decision should be interpreted as covering the actions of their agents.

Mr S is represented in this complaint by a family member. In my decision I'll only refer to Mr S. Two final response letters were issued related to this dispute, in this decision I will refer to them jointly as 'the complaint'.

## **What happened**

The background to this complaint is well known to Mr S and The NFU. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

On 25 August 2024, Mr S' car suffered damage following an accident. He made a claim on his motor insurance policy and repairs took place. The car was returned to Mr S on 20 September 2024. Around a month later, Mr S reported a 'knocking' noise issue and the car was taken in for remedial repairs. Mr S made an initial complaint regarding the repair carried out. The NFU partially upheld that complaint and offered £150 compensation.

A further complaint was then raised shortly afterwards about further issues with the repair and inconvenience caused. The car was sent to a dealership to investigate the issues raised, service provided and time taken. It was ultimately deemed that the noise was due to wear and tear and not related to the accident damage. This second complaint was partially upheld and another £200 compensation awarded. The NFU said they ought to have provided a courtesy car sooner when remedial works were needed and communication issues arose. Mr S was invited to provide any evidence to support his assertion that the further issues weren't wear and tear.

Mr S referred his complaints to our Service for an independent review. Our Investigator considered the complaints and recommended that they be partially upheld and The NFU pay Mr S an additional £150 compensation for the service issues that arose when responding to this claim. As the dispute remains unresolved, it's been referred 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

### *The scope of this decision*

It's not the role of our Service to determine which parts of the disputed outstanding damage were caused by the accident/The NFU's claim response. I will consider the available evidence to decide whether or not The NFU fairly responded to this claim in line with the policy terms to ensure a fair and reasonable outcome in this complaint. More details about the approach I've followed can be found here: <https://www.financial-ombudsman.org.uk/consumers/complaints-can-help/insurance/motor-insurance/vehicle-repairs>

The NFU accept that there were issues with their response to this claim and the service provided when doing so. I say this because they've made two previous offers totalling £350 to recognise any failings. In addition, they also accepted our Investigator's recommendation to pay an additional £150. My decision will primarily focus on whether this goes far enough to put things right.

Under the relevant rules that we must operate under, our Service can only consider a complaint after a respondent business has been given a fair opportunity to respond first and generally we can only consider the impact on a complainant up until the date of any final response letter that allowed a complaint referral in the first instance. The relevant time periods in this complaint are September 2024 – 18 February 2025 addressed under two final response letters. This is important, as we simply can't allow complaints to remain open ended or any ongoing impact on a complainant to be attached onto an already open complaint. To do so would seriously impair the effective operation of our Service.

I make the above point as various additional points and impact have been added after this complaint referral to our Service. For example; in the second final response letter dated 18 February 2025, The NFU stated: *"If you disagree with the decision reached by our Claims Team, we would ask that you obtain an independent engineering report..."*. Mr S has recently provided evidence (an invoice/report document) as of 30 October 2025, which refers to the knocking noise and its' potential cause – an issue with the brakes. This has been presented around six months after referral and around eight months after the final response letter. Mr S would first need to present that new evidence to The NFU for their consideration. I also note that The NFU have told us recently: *"this is obviously activity undertaken after the complaint was formally responded to. You will note we have also given the customer the option to raise a new complaint for review, but this was declined."*

From recent correspondence, it appears that The NFU made an offer (£1,325) to settle some of Mr S' outlay incurred, on 3 October 2025. As above, my decision will *not* be considering that offer and if Mr S remains unhappy, he'd first need to raise that as a further complaint with The NFU before we could consider that matter.

As above, there must be a cut-off point when our Service are considering complaints. For clarity, any issue with the reimbursement of invoices submitted to The NFU in September and October 2025 will need to be first raised with The NFU as a complaint before our Service can investigate those issues. This was made clear by our Investigator previously, on 19 August when she said: *"To confirm, If [Mr S] have any further issues with [The NFU] since the final response letter has been issued and the complaint has been brought to our service, this would need to be raised with [The NFU] first."*

### *My key findings*

It's not in dispute that The NFU have let Mr S down with the service provided whilst responding to this claim. Below I've set out my key findings on the matters that materially

affect a fair and reasonable outcome in this complaint. Both parties will note I've not commented on every argument raised.

Even when I allow for factors beyond The NFU's control, avoidable delays, inconvenience and annoyance has been caused. But when I've carefully considered what has happened and the impact on Mr S alongside our published guidelines: <https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>, I find a total amount of £500 is fair, reasonable and proportionate in relation to the avoidable impact on Mr S.

I say this because there are delays which The NFU are responsible for and they've recognised these avoidable delays. But there are also other delays with the main dealership that were beyond the control of The NFU. I'm satisfied that the overall figure of £500 sufficiently recognises the impact and I also note that Mr S was not without a replacement car for most of the time period in question and has been compensated where he was.

The NFU have said *"The repairer carried out all their quality checks showing the repairs were completed and that there was no issue with the car. The additional damage didn't present itself for around three weeks after the vehicle had been returned. There was no evidence of these issues prior to you notifying us."* This time gap between receiving the car back and notifying The NFU of further issues allowed The NFU to reasonably question if the further issues were accident-related damage or not. But on the other hand, that The NFU accepted issues with leaking and undertray following the repair does undermine the above statement, to a certain extent. On balance, I find that some of the issues may not have been immediately obvious (the missing undertray and leak), whereas others would presumably have been immediately obvious if caused by the repair attempt or accident - the knocking noise.

My understanding is The NFU have taken reasonable steps since to put right the issues they accepted responsibility for arising out of the claim repairs. It was fair of The NFU to give Mr S the opportunity to provide any reports or evidence to show they are responsible for further damage to his car.

I find it was reasonable of The NFU to rely on expert opinions and also invite Mr S to provide his own independent supporting evidence. The NFU accepted our Investigator's recommendation that they cover any repairs necessary if Mr S obtained an expert opinion that they were necessary because of damage caused by the claimed for accident. The NFU's position is summarised as: they won't pay more than already agreed unless there is specific supporting evidence from Mr S that either the accident event or the claim response caused the damage in dispute. I consider that fair.

It's not the role of our Service to facilitate ongoing presentation of evidence between both parties.

### **Summary**

I'm satisfied that the total compensation figure of £500 fairly recognises the impact of any failings The NFU are responsible for when responding to this claim. The NFU have said they will consider any expert evidence Mr S can provide that undermines their position and I find that to be fair.

### **Putting things right**

The National Farmers' Union Mutual Insurance Society Limited must:

- Pay Mr S, trading as W a total of £500 compensation to recognise the impact of their actions when responding to this claim. Any awards already paid can be deducted from this figure.
- Consider any expert evidence Mr S has provided, or is yet to provide after the final response letter dated 18 February 2024. If any of this evidence results in The NFU reimbursing Mr S for any outlay he has incurred repairing his car, 8% simple interest per annum\* should also be added to any settlement. To be calculated from the date Mr S, trading as W, incurred that outlay until the date any settlement is paid. This is keeping with our Service's normal approach.

\*If The National Farmers' Union Mutual Insurance Society Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr S how much it's taken off. It should also give Mr S a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

My final decision is that I partially uphold this complaint. Subject to Mr S, trading as W, accepting my decision before the deadline set below, I direct The National Farmers' Union Mutual Insurance Society Limited to follow my direction as set out under the heading '*Putting things right*'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S, trading as W, to accept or reject my decision before 10 December 2025.

Daniel O'Shea  
**Ombudsman**