

## **complaint**

Mrs G complains that The National Farmers' Union Mutual Insurance Society Limited ("NFU") wrongly settled a claim on her insurance policy without her agreement, as a result of which she's lost some of her no claims discount.

## **background**

Mrs G has her car insured with NFU. She was contacted by NFU about a claim concerning an accident in Spain. Mrs G said she hadn't been in Spain at the time so she couldn't have caused the accident.

After some investigations, NFU decide to settle the claim and made a payment to the other party. Mrs G said the other side's evidence was weak and she thought the claim was a 'scam'. She complained to NFU and then to this service.

NFU said there was evidence to show Mrs G's car had been involved; she hadn't co-operated or provided evidence to confirm she wasn't in Spain at the time; and the chances of defending the case were low. Our adjudicator thought NFU's decision was reasonable.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm not upholding the complaint.

The policy terms allow NFU to decide how to deal with a claim. It didn't have to get Mrs G's agreement to settle, but I would expect NFU to make such a decision fairly.

The information NFU received from the other party about the claim included photos of the car involved in the accident. NFU tried to arrange a meeting with Mrs G to discuss the claim but she didn't agree to meet their representative. He was able to inspect her car, and took photos. He compared these to the ones taken in Spain and pointed out there were many similarities (including amongst other things the registration plate, tax disc, marks on the car and items inside the car). On this basis, NFU was satisfied it was the same car. Having seen the photos, I'm satisfied this was a reasonable conclusion for NFU to reach.

NFU pointed out that the photos taken at the time showed the two occupants of the car. If their representative had been able to meet Mrs G he could have checked whether it was her in the car at the time of the accident, but she didn't agree to meet. And although she said both she and her car were in the UK at the time of the accident, she didn't provide evidence to confirm this.

NFU considered the evidence from both sides and consulted with its agents in Spain. Having done so, it concluded that the chances of defending the claim were low. Taking into account the relatively low value of the claim and the costs of defending court proceedings in another country, I think it was reasonable that NFU decided to settle.

Mrs G is adamant that she wasn't involved in an accident; she thinks that claim is a 'scam', and says the photos don't prove the damage claimed. I appreciate she's upset that NFU settled the claim without her consent. But she didn't meet NFU's representative and provided little information. NFU had to make its decision based on the evidence it had. For the

reasons given, I think it took reasonable steps to investigate the claim, and made a judgment based on the available information. So I think it acted fairly and in line with the policy terms.

**my final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 31 October 2016.

Peter Whiteley  
**ombudsman**