

## **The complaint**

Mr S complains about how The National Farmers' Union Mutual Insurance Society Limited (NFU) handled a claim made on his motor insurance policy.

## **What happened**

Mr S's car was damaged in an incident, and he made a claim on his policy. NFU allocated the repairs to one of its approved repairers, but Mr S didn't want to use it. NFU said that if he used his own repairer, then he wouldn't be provided with a courtesy car. So Mr S chose another repairer from NFU's list of approved repairers.

Due to an error, the repairs were allocated back to the previous repairer. The repairer chosen by Mr S couldn't undertake the work. There was then a delay in NFU authorising the repairs by a further approved repairer.

NFU had provided Mr S with a courtesy car, but this didn't have a user manual and the key fob didn't work correctly. So NFU changed this car. But Mr S was unhappy that NFU hadn't provide him with a courtesy car on the day his car was recovered. NFU agreed that it had caused avoidable delays in the claim and there had been problems with the courtesy car. It paid Mr S £325 compensation for this.

Our Investigator didn't recommend that the complaint should be upheld. He thought NFU had provided Mr S with a courtesy car earlier than the policy required. He thought NFU had acted to minimise Mr S's distress. He thought that NFU had ensured that Mr S was still covered to drive the courtesy car after his policy lapsed. And he thought NFU's payment of compensation was fair and reasonable for the trouble and upset caused.

Mr S asked for an Ombudsman's review, so his complaint has come 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.

I can understand Mr S wanted a speedy response from NFU after his accident. I can see that there were initial delays in his recovery. Then there were issues about the garage that he wanted to carry out the repairs. And then he had to chase NFU to get it to authorise the repairs so the work could be done. I can understand that this must have been stressful and frustrating for him.

NFU agreed that the claim hadn't been handled smoothly. When a business makes a mistake, as NFU accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

Mr S was unhappy that he wasn't provided with a courtesy car when his car was recovered by a roadside recovery agent. NFU said Mr S wasn't entitled to a courtesy car until his car had been recovered to a garage, which happened the next day. But it thought it should have given Mr S more information about this. To put things right, it provided Mr S with hire and offered him taxis in the interim.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably. I've looked at Mr S's policy's terms and conditions. I can see that the relevant policy term is on page 73 of Mr S's policy booklet:

*"YOU will receive a courtesy CAR to keep YOU mobile while YOUR CAR is being repaired"*

NFU provided the courtesy car earlier as there was a delay in locating a suitable repairer. And it provided contingency cover so that Mr S was still covered to drive the courtesy car after his policy had lapsed. So I think NFU provided Mr S with a courtesy car outside the policy's terms and conditions in order to accommodate his needs and to make up for its delays. I think that restored Mr S's position and was a fair and reasonable response.

Mr S was unhappy that the courtesy car's key fob didn't work correctly, and he hadn't been provided with a user manual so he could resolve this himself. I can see that when Mr S brought this to NFU's attention, it arranged a different hire car that same day. So I think it responded promptly to Mr S's issue. But I can see that this caused Mr S some frustration.

Mr S was unhappy that NFU had sent his car to a repairer that he didn't want to use rather than to his own choice of approved repairers. NFU agreed the car had been allocated back to the first approved repairer by mistake. The garage chosen by Mr S couldn't undertake the work as the car was unroadworthy. So a third repairer was allocated the repairs. So I think a mistake was made, but NFU put this right.

But there was an avoidable delay of about a month in NFU authorising the repairs by the third repairer. Mr S was kept mobile during this time as he had a courtesy car. But I can see that Mr S was caused further frustration by this delay.

To recognise the impact of this and the issues with the courtesy car, NFU paid Mr S £325 compensation. This is more than we would recommend in keeping with our published guidance. So I can't say this was unfair or unreasonable. And I don't require NFU to do anything further.

Mr S has raised further concerns about how his claim was handled. But, as our Investigator has already explained, these concerns were raised after NFU responded to his earlier complaints. So Mr S will firstly have to raise these concerns with NFU to give it a chance to respond. If he remains unhappy then he can bring his complaint to us.

## **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 October 2023.

Phillip Berechree  
**Ombudsman**