

## **The complaint**

Mr A complains about the service provided by The National Farmers' Union Mutual Insurance Society Limited ('NFU') when he tried to make a claim on the personal accident section of his bespoke insurance policy.

## **What happened**

The background to this complaint is well known to both Mr A and NFU. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr A had a bespoke insurance policy with NFU. This policy covered a range of risks, including (but not limited to) buildings, public liability, legal expenses, home emergency and personal accident. In 2021 he contacted NFU to enquire about making a claim under the personal accident section of cover, following a change in his medical circumstances. He was told he would be able to make a claim - but this information was incorrect.

Mr A raised a complaint about the information he was given and the impact on him. NFU responded and partially upheld his complaint. They accepted that their adviser had given wrong information and offered Mr A £150 in recognition of their error. Mr A felt that his claim should be honoured. He then referred his complaint to our Service for an independent review.

Our Investigator considered the complaint but didn't recommend that it be upheld. As Mr A didn't accept, the complaint has 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service.

I note in response to our Investigator's assessment Mr A has made references to this policy not being 'be-spoke' (tailored to his personal circumstances). My decision won't be addressing this point as it wasn't part of the complaint referred to our Service for consideration. Mr A has another complaint with our Service about these issues.

*Does the incorrect information given to Mr A constitute a verbal contract/agreement?*

Although I understand the arguments that Mr A is making, in the specific circumstances of this complaint, the answer to this question/test is no. I say this because the information given to him was as a result of a human error. It was not an intentional action designed to mislead Mr A. It was quickly identified and the situation clarified. For Mr A's arguments to succeed, I'd need to be persuaded that the contract of insurance he had previously entered into with

NFU is over ridden by the NFU agent's error and the policy terms and conditions set aside – and I'm not persuaded that is the case.

Therefore, as the original contract of insurance remained in place, any claim needed to satisfy the terms and conditions of that insurance contract. In this case, Mr A's claim could not succeed as his claim arose out of something that wasn't covered by the policy. By this I mean the cause of him needing to claim (ill health not caused by violent criminal assault) wasn't something covered under his policy terms.

*Do NFU need to do anything further to put things right?*

NFU have apologised for any trouble or upset caused by the information given and then not calling Mr A when their error came to light. They've also offered Mr A £150 to apologise.

I find their response to be fair, reasonable and proportionate. Of course, this avoidable situation will have caused Mr A annoyance and loss of expectation. As I've already found, it was caused by a simple human error and I'm satisfied that NFU's response is sufficient.

It's also unfortunate that Mr A received notification of the error in writing rather than by a phone call (given his personal circumstances), but I don't find that NFU need to do anything further in relation to this point.

My decision will naturally disappoint Mr A, but it brings to an end our Service's involvement in trying to informally resolve his dispute with NFU.

### **My final decision**

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 A to accept or reject my decision before 13 November 2023.

Daniel O'Shea  
**Ombudsman**