

The complaint

Miss G is unhappy with The National Farmers' Union Mutual Insurance Society (NFU) because it wouldn't accept her vetting documents leaving her horse without cover for illness and disease.

What happened

Miss G purchased a new horse in August 2022. She decided to take an equine insurance policy through NFU. Miss G instructed a vet to complete a five-stage vetting assessment on 4 August – which the horse passed.

On 18 August, Miss G set up cover with NFU and the policy documents were sent to Miss G, outlining the cover options. These documents also requested that the five-stage vetting documents to be sent within 30 days of their completion. Miss G said NFU failed to make this clear at the time and so she didn't realise she had to send this information on.

Miss G said that because of this, she was left without cover for her horse for illness and disease because by the time it realised the information was missing the documents had expired. Miss G said this caused her significant distress and that she had to arrange cover elsewhere.

NFU accepted it should have made this clearer whilst Miss G was discussing cover options with it. NFU said it would usually have reminded its consumers five days after taking out the policy and that this didn't happen. However, it also highlighted the policy documents made it clear that without the vetting information, no cover would be in place for illness and disease.

Our investigator accepted the mistake caused Miss G some distress as she was left without important elements of cover, however, she said the £100 compensation paid by NFU was fair. She also highlighted the policy documents sent on 18 August requested this information and that NFU had done enough to make Miss G aware.

Miss G didn't accept this. In summary, she said that she had to change insurers altogether because NFU would not fully insure her horse without a new vetting certificate – which would have cost her another £350. Miss G said NFU should pay those costs because she feels it should have been clearer about the deadlines involved. And so, it's now for 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.

Having done so, I've decided not to uphold it. My reasons for doing so are the same as those already explained by our investigator. I accept NFU didn't chase Miss G for the missing information, but it still requested it through the policy information that was sent on 18 August 2022 – when she decided to take the policy out. I think the £100 compensation already paid is a fair acknowledgement for the overall distress and inconvenience this

caused. I'll explain why.

- The five-stage vetting certificate was available from 4 August and NFU's policy says the documentation is only valid within 30 days of its completion. That means Miss G had 30 days from 4 August to share the information with it. Miss G didn't do this right away because she was still unsure whether to insure her horse with NFU. In fact, it wasn't until 18 August Miss G decided to take the policy with it. Emails between both NFU and Miss G up until then support that she was considering other options available on the market and that price was a main consideration for Miss G. I note NFU mentioned it'd need five-stage vetting and that this was only valid for 30-days. I'm satisfied it made clear Miss G would need to accept the policy within 30-days of the vetting having taken place.
- On 18 August, some two weeks after the vetting had been completed, Miss G decided to take up cover with NFU and the policy documents were sent to her. I've reviewed these documents and I'm satisfied they made clear that NFU needed to see the vetting information and explained this must happen within 30 days of the vetting assessment having taken place. I think those documents are also clear that no cover will be in place for disease or illness until this information had been received and reviewed by NFU. And so, I'm satisfied that not only was Miss G made aware of this during her initial discussions with NFU, prior to taking the policy, but she was also made aware of the policy requirements through the documentation sent on 18 August. I note the vet's report was completed on 4 August and so there was still time for Miss G to share this information with it prior to the expiration date 30 days later.
- It wasn't until 27 September that NFU realised the documentation was missing and so it requested Miss G send it. Miss G sent this the same day, however, it wasn't until a month later, on 27 October, that NFU realised the vetting was invalid because it'd passed the 30 days expiry date. NFU apologised for the delay and paid £100 compensation – which I agree is fair. It became clear that Miss G's policy didn't include cover for disease or illness and I accept this caused her some distress. NFU offered to review a new vetting document so this could be rectified, however, Miss G would need to source an up to date assessment at her own cost. I don't think NFU acted unfairly here because the vetting documents fell outside the 30 day window because Miss G didn't share them in good time. It wasn't through lack of notice by NFU as I'm satisfied it made Miss G aware on two occasions this was needed before cover for disease and illness could be confirmed.
- Ultimately, Miss G decided to seek insurance elsewhere because she didn't want to pay for another vetting assessment. But for the reasons I've explained, I don't think that's NFU's fault. Miss G ought reasonably to have been aware NFU needed the additional information because it was made clear on her policy documents. And so, I make no award for that. However, I think NFU should have told Miss G her documents were out of date sooner than it did. I think this would've enabled Miss G to make a decision on alternative cover sooner than she did. I also accept this caused Miss G some distress because her horse wasn't covered for illness or disease, however, I note that no claims were made during that time. Therefore, I consider £100 compensation a fair outcome in the circumstances.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 9 August 2023.

Scott Slade
Ombudsman