

The complaint

Mr A complains about the handling of his motor insurance claim by Accelerant Insurance Europe.

Mr A's policy was sold by an insurance intermediary on Accelerant's behalf and all his correspondence has been with the intermediary. However, Accelerant is the policy underwriter so his complaint is against Accelerant. Any reference to Accelerant in my decision includes the intermediary.

What happened

Mr A had an Accelerant commercial motor insurance policy. In May 2024 he was involved in a minor road accident. He reported the accident to Accelerant.

A timeline of events following the accident is as follows:

- Accelerant wrote to Mr A on 13 May. It thanked him for reporting the accident and said: *"We have spoken to the third party driver and he confirms that there was no damage to your vehicle."* It explained what Mr A needed to do next if he wanted to make a claim.
- It wrote to him again on 12 September. It said: *"I note you are not prepared to claim on your policy until we have an admission of liability from the third party."* It asked him to get in contact if he wanted to make a claim.
- It wrote to him again on 3 October. It explained that the third party insurer hadn't admitted liability but was willing to deal with the claim. It asked Mr A if he wanted to *"proceed with repairs to your own vehicle through your policy"*.
- Mr A told us he'd repaired the car himself. He told us several times in October/November that he didn't want this service to investigate this claim.
- Accelerant wrote to Mr A again on 23 October. It said: *"As previously advised unless you have proceeded with repairs utilising your policy, no claim has been made..."*
- On 26 November, Mr A told he wanted us to investigate Accelerant's handling of his May 2024 claim. He said: *"The insurer failed to process this claim correctly and did not take it up with the third-party insurer as they should have."* He also said he had *"no choice but to cover the costs myself."*

Our investigator didn't recommend the complaint should be upheld because he was satisfied that Accelerant had handled the claim fairly. Mr A didn't accept this, so the complaint was passed to 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.

Mr A has several complaints with this service relating to incidents in December 2023 and May 2024. For the avoidance of doubt, my decision relates only to Accelerant's handling of

his claim following his May 2024 accident.

I find:

- Photos from the accident scene show little damage to Mr A's car.
- The dashcam footage doesn't show the impact. While the footage is forward facing, it doesn't suggest a significant impact (for example, through the camera shaking or any movement of the car).
- The (undated) Claim Notification Form lists the damage as "*Scratches and bumper, reversing sensor*".
- Mr A says he was "*left in limbo for several months*" between May and September. However, there's no evidence that he made a claim on his insurance or asked Accelerant to assess the damage to his car before November 2024.
- He hasn't provided evidence showing how much he paid for any repairs relating to this accident.
- Mr A's policy schedule shows his excess was £800. Page 4 of his policy booklet says Accelerant could apply an additional £250 excess if a policyholder instructed their own repairer. There's no evidence Accelerant charged this, and Mr A hasn't said it did. I'm satisfied no claim was made.
- Based on the accident photos, I think it's likely the repairs would have cost less than the policy excess.
- Accelerant's letter on 4 November shows the May 2024 accident was recorded as a 'Not a fault' claim and the third party was "*100% at fault*".

With one exception, I don't think Accelerant has done anything wrong. It didn't open a claim because Mr A didn't make a claim. It wrote to him several times to explain what he needed to do if he wanted to start the claims process. Mr A hadn't given Accelerant an estimate for repairs so Accelerant couldn't take action against the third party insurer. The third party insurer hadn't accepted liability, so there was no way to be sure Accelerant would have recovered its costs and reimbursed Mr A's excess. In the circumstances, I'm not sure what more it could have done.

The exception I mentioned is that I don't see why Accelerant recorded the May 2024 accident as a non-fault claim when no claim was made. I think it should amend its record to show this incident as notification/information only.

For the reasons above, I think Accelerant acted reasonably. I'm not going to ask it to do anything more.

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 March 2025.

Simon Begley
Ombudsman