

The complaint

Mr S has complained about Accelerant Insurance Europe SA/NV UK Branch's decision to avoid his taxi insurance policy and decline his claim following an accident because of this.

Any reference to Accelerant includes its agents.

What happened

Mr S's taxi was insured under a policy with Accelerant, which was renewed on 3 August 2024. On 7 October 2024 he told Accelerant that he'd been involved in an accident in his taxi and that he wanted to claim for the damage to it and associated costs.

Accelerant investigated the claim and Mr S's history and decided to avoid his policy and refuse his claim because he'd failed to let them know about some County Court Judgements (CCJs) when he renewed the policy in August 2024.

Mr S complained to Accelerant about its decision and told it that his broker had made an error by not asking him if he'd had any CCJs. And he explained that he felt he was being penalised for his broker's mistake. He also said he was unhappy about the fact that Accelerant didn't recover his taxi and that it had been stolen as a result of being left on the roadside.

Accelerant didn't uphold Mr S's complaint, so he asked us to consider it. One of our investigators did this. She said Accelerant was entitled to avoid Mr S's policy and decline his claim.

Mr S isn't happy with the investigator's view and has asked for an ombudsman's decision. He's particularly unhappy that he has a policy avoidance on his record, which he has to declare due to an error by his broker.

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 for the same reasons as our investigator.

As our investigator explained, the relevant legislation I need to take into account when considering Mr S's complaint is the Insurance Act 2015 (the Act). This required him or his broker on his behalf to make a fair presentation of the risk he wanted Accelerant to insure when he renewed his policy in August 2024. This would have included letting it know about any CCJ's against him, as these are something that are material to an underwriter when considering whether or not to provide a taxi insurance policy. Neither Mr S nor his broker let Accelerant know about four CCJs against him at this point. And this means that provided Accelerant can show it wouldn't have provided the policy to Mr S if it had known about the CCJs it was entitled to avoid it and refuse Mr S's claim. And I'm satisfied that Accelerant has provided sufficient evidence to show it wouldn't have provided cover for Mr S if it had known

about the CCJs.

As it seems Mr S's failure to let Accelerant know about his CCJ's was partly down to his broker not asking him whether he had any, I think it is fair to say the failure to make a fair presentation was neither deliberate nor reckless. And this means Accelerant should have refunded all of Mr S's premium. And it seems it did refund most of it to cover the amount outstanding under Mr S's direct debit arrangement with his broker. And it then kept the remainder to cover the cost of a third-party claim against Mr S, which it would be obliged to settle in the end irrespective of the fact it avoided Mr S's policy. Therefore, I think Accelerant approach with regards to the premium refund was also reasonable.

I can also see that Accelerant spoke with Mr S's broker and offered to arrange recovery of Mr S's vehicle, but the broker told it not to do anything for the time being. And it never went back to Accelerant to ask them to recover the vehicle after this. So, I do not consider there was a failing on Accelerant's part with regards to the recovery of Mr S's vehicle.

It therefore follows that because I'm satisfied Accelerant was entitled to avoid Mr S's policy and reject his claim. And because I'm satisfied it acted appropriately with regards to the refund of the policy premium and how it handled Mr S's claim, I do not consider his complaint should be upheld.

My final decision

For the reasons set out above, I do not uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 July 2025.

Robert Short
Ombudsman