

The complaint

Mr and Mrs P have complained about their vehicle insurer West Bay Insurance Plc because it has declined their claim for their double-cab pick-up damaged, they say, when a car collided with a trailer they were towing.

What happened

Mr and Mrs P were towing a trailer, a car coming the other way on a country road, passed the pick-up but collided with the front wheel of the trailer, breaking its axle. Mr and Mrs P discovered damage to the pick-up's chassis too. They made a claim to West Bay for both the trailer and the pick-up.

West Bay accepted the claim for damage to the trailer. But its engineer did not think the accident would have caused the damage to the pick-up's chassis, which had completely severed between the cab and the loading area. It was noted that the most recent MOT for the pick-up (around five months before the accident) contained an advisory for corrosion of the chassis. Given the MOT report and images of the chassis, the engineer thought there had been a "catastrophic failure of the chassis frame due to pre-existing rust/corrosion".

An independent engineer (IE) was instructed to inspect and report on the vehicle. The IE concluded the chassis had failed due to wear and tear, rather than being something West Bay was liable for as a result of the claim. West Bay declined the claim for the pick-up.

Mr and Mrs P were dissatisfied. They said the pick-up had passed its MOT – with comment that its structure was not compromised by the noted corrosion. They said the chassis had only failed because of the impact during the accident. Mr and Mrs P thought West Bay should be covering this loss and they complained to the Financial Ombudsman Service.

Our Investigator noted the IE recognised there had been an impact to the rear of the pick-up. So she felt it was likely that some damage had been done to the pick-up's chassis during the accident. She said West Bay should make a payment to Mr and Mrs P to account for the damage done to the chassis because of the accident, plus interest and £300 compensation.

West Bay said its point, supported by its in-house engineer as well as the IE, was that the chassis had not suffered any damage other than because of corrosion. It noted it had failed towards the front of the vehicle and that the other car had only collided with the trailer, not the pick-up itself. West Bay said its engineer said: "The tow bar that connected the trailer to the chassis during the incident, was not listed as being damaged or requiring replacement, proving that the impact force was not enough to damage the connection between the trailer and the vehicle. For the force to have been enough to have damaged the chassis in normal circumstances, without the corrosion, that force would have caused damage to the tow bar, severe enough, to have required replacement."

The complaint was referred to me for an Ombudsman's decision. Having reviewed it, noting the disappointment I'd be causing Mr and Mrs P, I found I was minded to not uphold the complaint. So I issued a provisional decision to share my views on the complaint with both

parties, hoping that my reasoning would help Mr and Mrs P understand why I had reached that decision. I invited the parties to respond with any further comments.

West Bay said it accepted my provisional findings and it had nothing else it wanted to add. Mr and Mrs P did not reply.

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 said provisionally:

"We are an evidence-based service. And it isn't our role to decide claims. Rather we assess the available evidence to decide whether, in the circumstances and given that evidence, the insurer came to a fair and reasonable decision.

During its consideration of this claim, West Bay consulted its own engineer and appointed an IE. The comments and assessments from these two professionals amount to the only expert evidence available about the likely cause of damage to the pick-up's chassis.

Mr and Mrs P's testimony about what happened during the crash is also evidence which needs to be considered – notably that the pick-up sustained no great impact from another vehicle, only the mud-guard of the trailer made contact. The MOT document is also evidence which needs to be considered. I'm satisfied that West Bay, its engineer and the IE all took that evidence into account when reaching their view about the likely cause of damage, which informed the decision to decline the claim.

An expert opinion, given its source, often carries greater weight than the views of non-experts. So, whilst Mr and Mrs P believe the chassis must have been damaged by the impact, I find I'm more persuaded by the engineer's and IE's opinion that it was not. Clearly the chassis had not completely failed before the accident, because the pick-up was driveable. But that does not mean that the accident caused it to fail. Both engineers found the cause of the problem with the chassis was the corrosion.

I appreciate that the corrosion was not so bad at the point of the last MOT as to cause the MOT assessor much concern. Only an advisory was issued. But that was several months before the accident and an MOT only ever really captures a vehicle's condition at a single point in time.

I also note that the IE only completed its inspection and report several months after the accident, with the pick-up having been outside in the interim. However, I'm satisfied that an expert engineer, assessing the cause of an accident, would factor that in when considering what is most likely to have caused the damage. Further the IE was not really considering, as such, the amount of rust/corrosion to the chassis. But rather whether its failure was most likely caused on account of rust/corrosion or the accident which occurred.

On that point I'm mindful that, to me, the quote above which West Bay provided from its engineer, makes sense – it doesn't seem logical that an impact like this would cause damage in an area relatively remote to where the impact was sustained. Further that quote is only an excerpt of a longer explanation on the engineer's view of the cause of damage. The engineer also explains that the pick-up, a not insubstantial vehicle, is designed for use in rough terrain with the chassis being designed and made to be accordingly robust. The engineer emphasises that damage only towards the front of the chassis, with the rest of the vehicle, including its tow-bar (which connected the impacted trailer to the chassis),

sustaining no damage, supports that something other than the accident caused the chassis to fail. The engineer seemed satisfied that if the chassis had not been suffering corrosion, it wouldn't have suffered such a catastrophic failure. I find that view compelling and persuasive.

I realise that Mr and Mrs P found the chassis was damaged after the accident. And their policy does cover them for damage caused in an accident. So I can see why, even in light of the expert evidence, they think their claim should be paid. However, it's worth noting that rust and corrosion happen over time. That's not unusual, almost all items suffer wear over time. It is sometimes the case that some will wear so much that they fail for no apparent reason. But sometimes, something like an accident, happens to an item suffering wear which highlights the pre-existing condition – meaning that the item, which was about to fail imminently anyway, fails during the accident – so the accident didn't really cause the damage. Whilst West Bay hasn't explained as much, it seems to me that is the reason behind its decline of the claim for the pick-up. Given the available expert evidence here, I'm satisfied that was a fair conclusion for West Bay to come to – the chassis was suffering from long-term corrosion, the extent of which was highlighted when the other car impacted with the trailer which the pick-up was towing.

I can understand Mr and Mrs P's frustration here – they had a vehicle which was involved in an accident and they reasonably expected the damage they found to it would be covered. I also understand that the vehicle was very much needed by them, and to avoid being without transport, they took on debt in order to replace the pick-up. I know they'd like the claim to succeed so they can re-coup some of that. However, on this occasion, based on the evidence available, I think West Bay made a fair and reasonable decision to decline the part of their claim for damage to the pick-up.

Our Investigator suggested an award of £300 compensation for upset caused by what she felt was West Bay's unreasonable decline of the damage claim. As my view on that is that its decline was fair and reasonable, I don't propose to make any compensation award."

I've reviewed this complaint. I note West Bay has accepted my findings and Mr and Mrs P have not replied. In light of all that, I find I've no cause to revise what I said provisionally. As such, my provisional findings are now those of this, my final decision.

My final decision

I do not uphold this complaint. I do not make any award against West Bay Insurance Plc. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 11 July 2025.

Fiona Robinson
Ombudsman