

The complaint

Miss M and Miss M are unhappy Accelerant Insurance Europe SA/NV UK Branch (Accelerant) settled a claim without their agreement on their Equestrian combined liability insurance policy.

Reference to Accelerant includes its agents.

What happened

Miss M and Miss M held an Equestrian combined liability policy, underwritten by Accelerant, effective from 8 July 2023.

In November 2023 a claim was made for damage to a third parties horsebox when it was transporting one of Miss M and Miss M's horses.

Miss M and Miss M have said they contacted their broker who recommended they submit a claim so it could be properly assessed. Miss M and Miss M's expectation was that the claim would be reviewed and challenged based on the limited damage and the value being requested by the third party. They didn't expect it to be paid without their agreement.

Miss M and Miss M discovered emails from Accelerant had gone into their junk email folder, so when they were able to contact Accelerant, they were able to explain that they didn't agree with the amount being claimed and were still waiting on a breakdown of the repair costs.

Miss M and Miss M said the next contact they received was in June 2024 when the claim had been paid and they were being chased for the £500 excess on their policy.

Miss M and Miss M have said the communication throughout has been poor, despite Accelerant knowing they were having email issues, and they didn't try to contact them via other methods. They also told us their broker confirmed Accelerant had considered the claim closed in March 2023 due to a lack of communication – so it came as a surprise to all parties when it was later confirmed the claim had been paid out.

Our Investigator looked into the complaint but didn't uphold it. Miss M and Miss M didn't agree. In summary they have said they have been confused by all the parties involved, the damage was pre-existing and not caused in its entirety by their horse, Accelerant failed to properly engage with them before settling the claim, it relied on assumed consent rather than explicit agreement, it failed to challenge inflated claim and the communication was inadequate, confusing and misleading. So, the complaint has been passed to me, an Ombudsman, to make a 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress; and not unreasonably reject a claim.

They have said they were confused over the parties involved. Our investigator is correct that this didn't form part of their complaint when they bought it to our Service. So, I won't be addressing this point. But I have outlined below the parties involved, just to make it clear for the purpose of this decision.

The policy is underwritten by Accelerant. In the event of making a claim the policyholders are required to notify Accelerant's agent who I will reference as 'Q' it handles the claim on behalf of the underwriter.

I understand Miss M and Miss M are unhappy that Accelerant didn't get explicit consent from them to go ahead with the claim but under the general conditions applicable to all sections of the policy it says

*"17.2. No admission, offer, promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of the **Underwriters** who shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Underwriters** may reasonably require."*

So, Accelerant was entitled to take over the claim and decide how to settle it. But it still needed to deal with the claim fairly. I've considered how it went about dealing with it.

When a claim is made, an excess is due from the policyholder. The policy doesn't define what an 'excess' is. But it's commonly accepted that the policyholder will normally have to pay the first part of any claim and the amount they pay in the event of a successful claim is known as the excess.

I can see Miss M and Miss M approached their broker after the damage had occurred as the third party was asking in the region of £900 for the repair. They didn't think it would be more than replacing a rubber mat that would cost in the region of about £150 - £200. They didn't think their horse had caused all the damage the third party was claiming for. The broker put the Insurer on notice and explained that Miss M and Miss M were awaiting some quotes for the damage from the third party.

A couple of weeks later, the broker advised Accelerant a claim would be required following a call it had with Miss M and Miss M, who said the third party was still pursuing them for all the damage.

Accelerant instructed Q its agent to handle the claim on 27 November 2023. It asked the third-party for photographs showing the damage, both before and after the incident, and they also asked for two estimates.

Photographs and two estimates were provided, and Accelerant considered the lower one – £589.20. Although this increased slightly to £592.20 when the work was completed.

I appreciate how strongly Miss M and Miss M feel about this claim but as it wasn't disputed that their horse had kicked the horsebox during transit, Accelerant didn't need to investigate

liability. It said it wouldn't have been in a position to defend against the claim. From what I've seen I am satisfied that this is fair.

I can see Miss M and Miss M continued to disagree with the cost of repair for the damage caused to the horse box, as they felt the claim was inflated to cover other works so wanted to see the quote. Accelerant supplied the estimate to them on 11 January 2024 and asked if they wanted to proceed with the claim given the excess of £500. Accelerant chased for a response on 31 January 2024, and Miss M and Miss M responded the same day raising concerns about the estimate. Accelerant considered their concerns and asked the third party for an itemised estimate. This was provided and sent to Miss M and Miss M on 11 March 2024. Accelerant explained that the sum didn't seem unreasonable and if they didn't hear from them within 7 days, they'd assume their agreement and proceed with the claim – and seek recovery of the excess from them afterwards.

I have seen no other evidence to determine that this quote was unreasonable or included other work that wasn't consistent with a horse kicking the panel and causing damage to the alignment of it. So, I'm satisfied that it was fair for Accelerant to accept the estimate.

If Miss M and Miss M had withdrawn the claim, they would've had to have dealt with the third party directly and although they have said they would've settled this at the cost of the rubber mat. I've not seen evidence to support this, and it was clear that they had approached their broker at the outset as the third party was asking for a considerable sum (£900).

Miss M and Miss M have said throughout their complaint that communication was inadequate. Email is a method of communication, and I can see Miss M and Miss M had been using it. They had responded to Accelerant's agent on multiple occasions by email.

Miss M and Miss M did make Q aware that some email had gone into their junk folder and on 13 February 2024 they sent an email response, where they mentioned they were and had been having internet problems over the last few weeks. This meant they had limited times to access and respond to emails. So, although I can appreciate, they made Q aware of this it wasn't to say they had no access just that it was limited. So, I cannot say Accelerant have acted unfairly here. And I can't hold Accelerant responsible for emails going into their junk email folder.

Based on all the evidence, the way Accelerant dealt with the claim was in line with the policy terms and was fair, and I won't be asking them to waive the £500 excess.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M and Miss M to accept or reject my decision before 24 November 2025.

Angela Casey
Ombudsman