

## The complaint

Mr G complains about Somerset Bridge Insurance Limited trading as Go Skippy ("SBIL") and how he feels their referral to a third-party company left him with outstanding storage fees he's now required to pay.

## What happened

The claim and complaint circumstances are well known to both parties. So, I don't intend to list them chronologically in detail. But to summarise, Mr G held a motor insurance policy, arranged and administered by SBIL, when he was involved in a road traffic accident. So, he attempted to contact SBIL to make a claim.

Mr G says he spoke to SBIL, and they transferred him to a third-party company, who I'll refer to as "H". And H then referred him to use the services of an accident management company, who I'll refer to as "X". But X decided they couldn't proceed with Mr G's claim, after storage charges had been incurred. And Mr G was unhappy he was left responsible for these. So, he raised a complaint.

SBIL responded to Mr G's complaint and didn't uphold it. They set out why they didn't believe they had referred Mr G to either H or X. So, they didn't believe their actions were responsible for the storage fees Mr G incurred. Mr G remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn't uphold it. Both parties have had sight of this outcome, so I won't be recounting it in detail. But to summarise, our investigator set out why they didn't feel there was evidence to show SBIL had referred Mr G to H, or X. And because of this, they didn't recommend SBIL do anything more.

Mr G didn't agree, providing several comments and supporting information setting out why. These included, and are not limited to, Mr G's continued assertion that SBIL had referred him to H, and so X, referring to evidence such as call logs and other communication he had received. Mr G also set out how the storage costs, and the loss of his no claims discount ("NCD") had impacted him and his wish for this to be commented on.

Following Mr G's comments, our investigator set out what this complaint reference could consider. And they explained this complaint focused solely on the actions of SBIL, acting as the broker and administrator of the policy. They explained Mr G's complaints about the underwriter of his policy, who I'll refer to as "W", including their refusal to cover his storage costs and the way they settled his claim would be considered separately by our service.

As Mr G didn't agree, the complaint has been passed to me for 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before I explain why I've reached my decision, I want to set out clearly what I've been able to consider, and how. I note Mr G has concerns about the way W recorded his claim, the impact this had on his NCD and the decision not to cover the storage costs incurred by X.

But while SBIL do act on W's behalf to help administer the claim, once a claim has been made and is processed, all these complaint issues are ultimately the responsibility of the policy underwriter, W, and so need to be considered separately, once W has had the opportunity to comment on them within their own complaint process.

I also note in this situation, Mr G has ultimately used the services of an accident management company, X, to initially process a non-fault claim on a credit hire basis. And it's through this process that the storage charges were incurred. I must make it clear that X, and H who Mr G says referred him to X, are again entirely separate companies and so, any complaints he has about H or X would need to be put to them directly.

My decision instead focuses solely on the actions of SBIL and their responsibility as the broker of the policy. As the policy broker, they were responsible for taking the initial first notification of loss ("FNOL") call and any advice provided, or action taken, during this. This includes any credit hire referral. But they were responsible for this as a separately regulated company to W. So, this is what my decision has considered. Having done so, I'm unable to say SBIL have acted unfairly. I'll explain why.

I want to reassure Mr G I've thought carefully about the testimony he's provided, alongside the evidence that is available to me. And I recognise he feels strongly that SBIL were the ones to put him in touch with H, and therefore X.

But the evidence I've seen hasn't satisfied me this is the case. I've seen Mr G made two calls to SBIL on 6 April 2024. And SBIL have provided me with screenshots of their internal system that persuades me both calls were ended before they were connected to their claims team. Specifically, the first call was abandoned while Mr G was listening to the automated options. And the second call, which lasted around 12 minutes in length, was abandoned while Mr G was waiting to be connected to the claims team.

Having reviewed these calls against Mr G's own call records he supplied from his telephone provider, I'm satisfied they were an accurate record of the calls he made, and the durations they lasted.

And this is important when considering how Mr G came into contact with H. While I note Mr G says he was transferred to H by SBIL, I've seen an email from H which confirms to Mr G that they received his call at 10.16am on 6 April 2024. But Mr G's second call to SBIL, which lasted around 12 minutes, was made at 9.48am. So, considering this, his call with SBIL ended around 15 minutes before H were contacted.

And when listening to Mr G's call with H, which he provided, I heard nothing to suggest this call was a transfer from SBIL. At no point were SBIL mentioned by either Mr G or H. And to speak to H's advisor, Mr G had to select from several options as well as providing his name and a full description of the accident circumstances.

So, while I'm unable to say for certain how Mr G came into contact with H considering there doesn't appear to be a call to H noted in Mr G's call log that he's provided, I've not been

persuaded by the evidence available to me that SBIL were the ones to pass Mr G to H as I've seen no evidence to show Mr G did speak to SBIL at all, even more so considering SBIL had no record of the claim when Mr G contacted them later that month.

Because of this, it follows that I'm unable to say SBIL were responsible for H's referral to X, and then the costs Mr G incurred while X was acting on his behalf to progress a claim against the third-party insurer. So, I'm not directing SBIL to do anything more on this occasion.

I understand this isn't the outcome Mr G was hoping for. And I want to recognise the confusion Mr G has no doubt been caused by the claim process and the number of parties involved. I also want to reassure Mr G I've thought carefully about the fact that SBIL suggested their failure to locate call recordings may have been due to the call being transferred externally, which I do appreciate supports his own testimony. But this conflicts the screenshots I have also been sent, which details how these calls were ended, and at what stage.

In situations where there is conflicting evidence, or sometimes no evidence at all, our service must decide on what we think is most likely to have happened, on the balance of probability. And this is what I have done.

Again, I want to reiterate his concerns about the way his own insurer, W, handled his claim and any impact on his NCD will need to be considered separately by our service.

## My final decision

For the reasons outlined above, I don't uphold Mr G's complaint about Somerset Bridge Insurance Services Limited trading as Go Skippy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 2 September 2025.

Josh Haskey
Ombudsman