

The complaint

A limited company, which I will refer to as H, complains about the decline of its commercial motor insurance claim by Accredited Insurance (Europe) Ltd.

What happened

The following is intended only as a summary of the events leading to this complaint. Additionally, even where other parties have been involved, I have largely just referred to Accredited, H, and H's driver – who I'll refer to as D. Additionally, some of the specific details have been generalised for the sake of anonymity.

H operates as a haulage company, and held a commercial motor insurance policy underwritten by Accredited. Early on the morning of 24 January 2025, D was scheduled to drive a lorry from the southern part of North West England to South East Scotland. The day before this, a severe weather warning had been announced. The start of the journey was subject to a yellow warning for wind, but the journey would then go through an area where an amber warning would apply from 6:00 am. Soon after reaching Scotland, a red warning was scheduled to commence at 10:00 am.

According to a statement provided by D, the wind conditions at the beginning of the journey were not too bad. And he was advised to see how it goes and if it got too windy to come back.

On reaching the Scottish border, D says he reassessed the weather, taking into account the fact parts of the remaining journey would be through hillier areas, and the decision was made to return to the depot. D began to retrace his route. However, after a few miles a gust of wind hit the lorry, causing it to overturn. Apparently, several other lorries also suffered the same fate at this location at the same time.

H contacted Accredited to claim for the damage. Accredited assess the vehicle as being a total loss. However, Accredited made the decision to decline the claim on the basis that H was in breach of the policy condition requiring:

“All reasonable steps must be taken to:

(a) safeguard your vehicle or trailer against accident, theft, injury, loss or damage”

Accredited said that a red weather warning had been issued, but was disregarded resulting in the vehicle being blown over. And that this would constitute a breach of the above condition.

H complained about this decision, bringing its complaint to the Financial Ombudsman Service. However, our Investigator didn't recommend the complaint should be upheld. He thought that H and/or D had not taken reasonable care by undertaking the journey when there were high winds. And that D had accepted that he should not have been driving in the high winds.

H remained unsatisfied. It pointed out that D's statement of the events had not been signed and that D hadn't been given the opportunity to review this and challenge its content. It also said that whilst the final part of the journey would have involved travelling through the area where the red weather warning had been issued for, D made the decision not to travel in this area. And instead made the decision to return via the same route he had just travelled, taking into account the weather he had recently experienced along the way.

As our Investigator was unable to resolve the complaint, it was passed to me for a decision. I contacted Accredited to explain that I was intending to reach a different outcome to our Investigator. I said that I was not persuaded that, by undertaking the first half of the journey then returning on the route recently travelled, D had acted in a reckless manner. So, I said I was likely to uphold the complaint.

Accredited responded, providing a number of further documents. It also said that there were clear instructions that people should not travel within the area subject to the red weather warning. That D ought to have taken the decision to remain where he was, rather than travel back through the area subject to the amber weather warning where strong gusts might be encountered. And the weather was expected to get progressively worse. Lastly, Accredited said that D had accepted responsibility for the accident, and H had introduced new guidelines for drivers subsequently.

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 am upholding this complaint. I've explained why below.

Firstly, I will reiterate that the summary above is not intended to capture all of the circumstances and arguments. I have considered the submissions of both parties in full, but I have not commented on each point. Instead, I have focussed on what I consider to be the key issues. This is not intended as a discourtesy, but rather reflects the informal nature of the Financial Ombudsman.

Accredited has made much of the red weather warning. However, I feel that there are two key points that need to be made. Firstly, at no point did D drive within the area this warning related to. Secondly, the accident happened prior to the warning coming into force at 10:00 am. Whilst it is obvious that the weather in certain areas was severe, the red warning itself does not appear to be overly relevant to the actual circumstances here. Had D continued with the journey, it is likely he would have been travelling within the area of the warning at the time it was in force. And had the accident occurred in those circumstances, I would likely come to a different outcome. But he did not continue and those are not the circumstances of this claim.

D made an initial decision to drive from an area subject to a yellow warning. He has said the weather conditions at that time (around 5am) were fairly mild. The route was then to proceed north, through an area that then became subject to an amber warning, to the Scottish border.

I do appreciate Accredited's comments about there being a risk with driving in an area subject to an amber weather warning. This applies equally to D undertaking the initial part of the journey, as well as making the decision to return via this route.

But the guidance referenced by Accredited in documents provided does not say journeys in such an area should not be undertaken. Indeed, the Highways Agency comments that where

an area is subject to a red warning, drivers should park up and wait until the status is reduced to amber. This suggests that, as long as care is taken, there is no direction not to travel in an amber area. The guidance in relation to amber areas is that disruption is expected, rather than people shouldn't travel.

So, it appears it was open to D and/or H to make an assessment of the risks posed by starting/continuing the journey that was ultimately taken.

I do appreciate that high sided vehicles will be more susceptible to windy weather. And it follows that additional care would be needed by D driving such a vehicle, rather than a car. However, D has said he is an experienced driver and that at the time of the accident he was driving at around 40 mph along a motorway, in a vehicle he was used to, along a route he was familiar with.

D has said that the conditions at the start of the journey were not too bad. He has also said that, at the location where he decided to return to the depot, the winds were strong but still did not seem particularly bad. He would also have been aware of the conditions along the route he had recently travelled. I note Accredited's comments that the weather was expected to worsen as the day progressed. But the time interval in the circumstances here was limited. D was making the return journey a matter of minutes later, not a significant period later. So, I consider it was reasonable for him to use his own recent experience to judge the likely conditions.

The conditions – based on the available weather reports and testimony – do not appear to be significantly bad at this time. So, it would be difficult to conclude that undertaking this journey was behaviour which recklessly courted risk, or that the measures D took in terms of driving at slower speeds were those he ought to have known were inadequate.

D's statement says that he accepts responsibility for the accident on the basis that he should not have been driving in the high winds. But this is a statement (unsigned) that was made with the benefit of hindsight. The vehicle D was driving was blown over by a gust of high wind, so it is understandable that he said after the fact that he ought not to have been driving in this wind. But, taking into account the other vehicles that were also blown over at the same time and same location, it seems to me that this gust was unexpected. Whilst an area subject to an amber warning might have a heightened risk of such a gust, D had by that point been driving for over three hours and had not experienced weather that led him to believe this was an event that he would experience.

I do note that H introduced further guidance after this event. And I recognise that there is a question of whether it ought to have done so beforehand. The term above is quite broad in requiring an assured to take all reasonable steps. And arguably providing such guidance is a reasonable step. However, I am not persuaded that it would be fair and reasonable to conclude that the absence of such guidance prior to this claim event means H failed in this regard. H did offer guidance to its employees prior to the event, but – given the apparent experience of the employees – left it to them to make their own decisions based on the circumstances at the time of those decisions. I consider this to have been reasonable.

Ultimately, taking all of the circumstances of this into account, I am not persuaded that Accredited acted fairly and reasonably by concluding that H (and/or D) had failed to take all reasonable steps to safeguard its vehicle. It follows that I do consider Accredited ought to have declined H's claim on this basis.

Putting things right

Accredited had already made its assessment of the claim, and this appears to be the only

reason it did not meet H's claim. So, I consider Accredited ought to settle the claim on the basis that H's vehicle was a total loss.

Accredited should also add interest at a rate of 8% simple per annum to the claim settlement, from 27 February 2025 (when the claim was declined) to the date of settlement.

And, to recognise the avoidable inconvenience caused by its decline of the claim, Accredited should pay H £300 compensation.

My final decision

My final decision is that I uphold this complaint. Accredited Insurance (Europe) Ltd should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask H to accept or reject my decision before 26 September 2025.

Sam Thomas
Ombudsman