

The complaint

Mr S complains that Accelerant Insurance Europe SA/NV UK Branch didn't refund part of his excess after making a claim on his commercial vehicle insurance policy.

What happened

Mr S held a commercial vehicle insurance policy with Accelerant. After he was involved in an incident, he made a claim which Accelerant accepted.

Mr S complains because he thinks Accelerant should be refunding him part of the excess he paid it.

Accelerant says no refund is due, because Mr S didn't meet the conditions he needed to to qualify for the refund. Namely that he didn't report the claim to it within 24 hours and he didn't provide all the third party's details.

Mr S doesn't think this is fair and brought his complaint to the Financial Ombudsman Service. He says he did report the claim within 24 hours and says he couldn't give all the third party's details because he needed medical attention after the incident.

Our Investigator didn't recommend Mr S's claim be upheld. She thought Accelerant was acting fairly when it said no refund was due. She said there was no evidence Mr S reported the claim within 24 hours, and even if he had, he still didn't provide all the third party's details.

Mr S asked for an Ombudsman's decision and has since sent in what he says is proof he reported the incident within 24 hours.

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 it. I'll explain why.

The relevant term in Mr S's policy says *"Where the incident is reported to us within 24 hours AND full details of the other parties are supplied (including name, full address, postcode and telephone number and vehicle registration) we will reduce your Excess by £250."*

So, in order for Mr S to get a £250 excess refund, two things needed to have happened. He needed to have reported the claim within 24 hours of the incident. And he needed to provide full details of the other party(parties) involved.

Mr S says he reported the claim the day it happened and he's since provided evidence from his insurance broker showing he reported the claim to it within 24 hours. But the system notes on Accelerant's side show it wasn't told about the accident until two days after the incident.

Ultimately, I'm persuaded Mr S told his broker about the claim within 24 hours of the incident. But that isn't what the term requires. It requires him to tell Accelerant, his insurer. I can't fairly hold Accelerant responsible for the actions of Mr S's broker here. So, unfortunately for Mr S, I'm satisfied this part of the term quoted above wasn't met.

But, even if I were to say it was, Mr S would still need to satisfy the second part of the term. And he didn't do that. Not all the other driver's details were provided to Accelerant. I understand Mr S had valid reasons for not doing so. It's completely understandable that he sought medical attention before getting the third party's details. But, that doesn't mean Accelerant needs to give him his refund of excess. Ultimately, the term wasn't satisfied.

It follows then that I don't require Accelerant to refund Mr S £250 excess. I think it acted reasonably by saying the conditions required to qualify for the said refund weren't met.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 December 2025.

Joe Thornley
Ombudsman