

The complaint

Mr Q1 has complained that Sabre Insurance Company Limited has unfairly refused to settle a claim on his motor insurance policy.

Mr Q1 is the policyholder. In bringing this complaint his father, who I'll refer to as Mr Q2, has represented him. Mr Q2 is also a named driver and the registered keeper of the car insured on the policy.

What happened

In early August 2025 Mr Q1 was involved in an accident involving two other cars. Sabre contacted him for details of the accident. Mr Q2 replied on Mr Q1's behalf and confirmed the incident happened. He said Mr Q1 was injured in the accident and was not in a position to provide further details about the incident.

Sabre appointed loss adjusters to interview Mr Q1. Mr Q2 replied to the loss adjusters' request to interview Mr Q1. Amongst other things Mr Q2 said that Mr Q1 was injured in the accident and had little memory of events. Mr Q2 added that as the police were investigating the matter, an interview by loss adjusters could prejudice that investigation. Mr Q2 suggested that Sabre should request a police report. Sabre deferred further investigations although in the meantime it decided that the car concerned was a total loss.

Mr Q2 was unhappy that Sabre hadn't settled the claim and was waiting for a police report before doing so. Sabre replied to his concerns on 28 August 2025. It said the evidence from third parties was that Mr Q1 was being chased by the police and ran a red light when the accident happened. And, in the absence of direct evidence from Mr Q1, it felt it was reasonable to await evidence from the police.

Mr Q2 brought the complaint to the Financial Ombudsman Service on Mr Q1's behalf. One of our Investigators looked into it. She thought Sabre had acted reasonably and didn't recommend it take any further action concerning the complaint. Mr Q2 didn't agree and asked for an Ombudsman's determination. So the complaint has been passed to me to decide.

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.

In bringing this complaint and responding to our Investigator's assessment of it Mr Q2 has made a number of points. I've considered everything he's said and everything on file. However, in this decision I don't intend to address each and every point raised. Instead I will focus on what I see as being the key issues at the heart of Mr Q1's complaint and the reasons for my decision. Our rules allow me to take this approach. It simply reflects the nature of our service as a (generally) free alternative to the courts tasked with resolving complaints with the minimum of formality. So, if there's something I haven't mentioned, it isn't because I've ignored it. Instead I'm satisfied I don't need to comment on every individual argument made in order to make a decision that I consider to be fair and reasonable in all of the circumstances.

Mr Q1's policy covers him if the insured car is damaged in an accident. In this case it's not in dispute that he's been involved in an accident. And the insured car has now been determined to be a total loss as a result. So I can understand that from his perspective he might simply think Sabre should pay his claim now without recourse to further investigation.

However, as Messrs Q1 and Q2 are no doubt aware, like all insurance policies I'm familiar with, Mr Q1's policy won't cover all eventualities. So the policy terms and conditions will not indemnify Mr Q1 in certain circumstances. For example if a policy exclusion applies or the car was being driven for a purpose the policy doesn't cover.

At the time Sabre replied to the complaint, on 28 August 2025, the only evidence Sabre had from Mr Q1 – which Mr Q2 had passed to it – was that he had no recollection of the events giving rise to the accident and claim.

So the only other evidence that Sabre held at that time was provided by the third parties. Both third parties who gave accounts said that Mr Q1 was being chased by police when the accident happened.

In these circumstances, I can understand why Sabre might be concerned about the possibility of the policy not indemnifying Mr Q1 for the accident. So it decided it needed evidence from the police before deciding whether or not the policy covers Mr Q1. In the circumstances I think that's reasonable. That's because it does not, currently, have sufficient evidence to determine Mr Q1's claim. So it wants to wait until such time as it does have enough evidence. I also think it's worth pointing out that, when explaining why Mr Q1 wasn't in a position to give evidence, Mr Q2 himself suggested that Sabre should seek evidence from the police. That's what it decided to do. And while Mr Q2 has now apparently changed his view about that, I think Sabre's approach is fair.

To support his position, Mr Q2 has also referred to the regulator's requirements that an insurer like Sabre must handle claims promptly and fairly and not unreasonably reject a claim. But in this case, for the reasons I've already given, I don't think that Sabre has handled the claim unfairly. And I'm satisfied it acted reasonably promptly in dealing with the things it could. I don't think it could have anticipated that Mr Q1 would not be able to give any evidence at all, so I think it was reasonable – as Mr Q2 himself initially suggested – for it to seek evidence from the police. And whilst that may have added to the time taken to deal with the claim, I'm satisfied that any external delays caused by the police investigation or provision of their report are beyond Sabre's control.

Further, at the time of Sabre's complaint response it had not yet made a decision to decline Mr Q1's claim. Instead, it said it had insufficient evidence upon which to determine the claim and was deferring doing so until it had police evidence. I find that reasonable. I say that especially as Sabre hasn't yet said that it is applying a policy exclusion. Therefore, it does not need to provide – as Mr Q2 has argued – evidence that such an exclusion should apply.

I'll add that since our Investigator issued her complaint assessment Mr Q2 has raised other issues concerning the 'disposal' of the car's salvage and what he has alleged is an act of *conversion*. Although not a point specifically addressed in Sabre's complaint response, I note that Sabre has already told Mr Q2 that it has not disposed of the car's salvage. It's also offered to return this to him. And while the events giving rise to this concern happened before Sabre issued its complaint response, as this was not a specific complaint before it at that time – 28 August 2025 – I don't intend to issue any findings on it here.

My final decision

For the reasons set out above I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Q1 to accept or reject my decision before 8 January 2026.

Joe Scott
Ombudsman