

## **The complaint**

Mr L complains about Marsh Ltd trading as Marsh Commercial (“Marsh”) and the sale of his commercial vehicle insurance policy.

## **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 L purchased a mini fleet insurance policy through Marsh, who were acting in their capacity as a broker. The policy itself was underwritten by a separate insurer, who I’ll refer to as A. This policy renewed each year through to October 2024.

Unfortunately, in September 2024, Mr L’s lorry, livestock container and trailer were stolen. So, he contacted A to make a claim. But A declined Mr L’s claim for his livestock container, stating it wasn’t covered under the policy terms. Mr L was unhappy about this as he felt he had made it clear to Marsh when the policy was inception that he wanted this container to be covered. So, he raised a complaint to Marsh about this.

Marsh responded to the complaint and upheld it. While they set out why they felt the livestock container was covered by the policy they sold, and that they had disputed this directly with A, they accepted they were aware of the need for this to be covered and that they could have done more to understand how this container was attached to the trailer overall. So, to recognise how this had impacted Mr L and his dealings with A, they offered to pay him a compensatory amount of £300. Mr A remained unhappy with this response, rejecting the £300 offer. So, he referred his complaint to us.

Our investigator looked into the complaint and set out why they thought the £300 already offered by Marsh was a fair one. Both parties have had sight of this outcome, so I won’t be recounting in detail. But to summarise, they explained why they thought this offer was fair to address the failing Marsh were responsible for when selling the policy, considering our service had already made a decision separately that A had declined the claim unfairly and that the livestock carrier should be settled under the policy Mr L held.

Mr L didn’t agree, providing several comments setting out why. These included, and are not limited to, his belief that the £300 failed to adequately address the stress and anxiety he had been caused due to the initial claim decline, which he felt would have been avoided had Marsh sold his policy correctly initially. He also spoke to financial losses he incurred and why he wanted continued interest to be paid to him, while he waited for A to carry out the actions our service directed under another complaint reference. As Mr L 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, it’s my decision that the £300 compensatory offer already made by Marsh is

a fair one, to adequately recognise the failings they are responsible for. So, this is the amount I'm now directing them to pay. I've focused my comments on what I think is relevant, in line with our services informal approach as an alternative to the courts. So, 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 what I've been able to consider, and how. This decision focuses solely on the actions of Marsh in their capacity as the policy broker and their responsibilities within this role. They are regulated separately to the insurer of the policy, A, and so I'm unable to hold them responsible for A's decision to decline the claim unfairly, as our service has already decided. This means I'm also unable to direct them to compensate Mr L for any impact caused to him by A's decision to decline the claim initially, including Mr L's request for interest to be applied from the decline date. And I've thought about this at length when reaching my decision.

I note in this situation, it's already accepted by Marsh that they were aware of Mr L's wish for the livestock container to be covered under the policy. And, that they could have, and should have, done more to understand how this was attached to the associated trailer and lorry. So, I don't intend to discuss the merits of the complaint at length, as I'm satisfied it's accepted by Marsh that they acted unfairly here. Instead, my decision will focus primarily on what does remain in dispute, which is what Marsh should do to reasonably put things right. But for completeness, I want to provide my own thoughts.

Had Marsh acted fairly and reasonably, I'm satisfied they would have most likely listed the livestock container that was stolen differently on the policy schedule, considering another livestock container was specifically listed under a different registration. Instead, while they increased the insured value for the associated registration it was used against, it wasn't specifically listed. And I'm satisfied this resulted in confusion on what exactly was insured and considering A's initial claim decline, I can understand why Mr L would point to this and believe it's this error that led to his claim being declined, when this could have been avoided.

So, considering the above, I then turn to consider what Marsh should do to put things right.

### **Putting things right**

When deciding what Marsh should do to put things right, any award or direction I make is intended to place Mr L back in the position he would have been in had Marsh acted fairly in the first place.

In this situation, had Marsh acted fairly, I'm satisfied they would have most likely listed the livestock container stolen on the policy specifically. So, I've then thought carefully about what this would have meant for Mr L, and his situation.

While I understand why Mr L feels as though this would have most likely led to the entirety of his claim being accepted, without the livestock container element being declined, I have no way of knowing this for certain. And I must also consider the fact that our service has decided separately that even with the livestock container not being specifically listed, it was still covered by the insurance policy and should've been settled initially.

Because of this, I'm unable to agree that the delays in receiving payment for this container from A is the fault of Marsh. Or, that Marsh are ultimately responsible for the financial and emotional impact the claim decline itself had on Mr L, as this was the responsibility of A.

But even so, I'm satisfied that Marsh's failure created a cause for concern for Mr L. And, that he's needed to spend time and effort challenging this with them. I can also appreciate how Mr L engaged the services of Marsh to assist him with the purchase and continued renewals of his policy and that on more than one occasion Marsh had the opportunity to check, and ensure, the information listed on the schedule suitably outlined and detailed Mr L's intended insurance coverage but failed to do so. And I can appreciate why Mr L would be left feeling let down and frustrated. So, I'm satisfied Marsh should compensate him for the above.

I note Marsh offered to pay Mr L £300 compensation to recognise their failings. And having considered this offer, I'm satisfied it's a fair one that falls in line with our services approach and what I would have directed, had it not already been put forward.

I'm satisfied it fairly compensates Mr L for the impact he's been caused, that Marsh are responsible for. But I'm satisfied it also fairly takes into consideration the fact that it was A, and not Marsh, who declined his insurance claim. And, that our service found this decline to be unfair, deciding that the livestock container was always considered by the policy which is what Mr L had always intended. So, ultimately, while their communication and the way they listed the container could have improved, Marsh did arrange the appropriate cover for Mr L. So, this is a payment I'm now directing Marsh to make.

I recognise Mr L is unlikely to agree. And I want to reassure him I've considered all the points he's raised, even if I haven't commented on them specifically. I note in his last representations made to our service, he explained he was still waiting for A to carry out the actions our service directed separately and outlined how this is continuing to affect him. But Marsh isn't responsible for the actions of A, which includes the time taken for them to settle his claim. Mr L would need to raise his concerns with A, or our service, separately about this.

### **My final decision**

For the reasons outlined above, I uphold Mr L's complaint about Marsh Ltd trading as Marsh Commercial and I direct them to take the following action:

- Pay Mr L £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 17 March 2026.

Josh Haskey  
**Ombudsman**