

The complaint

Mr A complains that Sabre Insurance Company Limited have unfairly charged the policy excess on a claim made under his commercial motor insurance policy.

Any reference to Sabre includes its agents.

What happened

Mr A took out a commercial motor insurance policy for his vehicle which he uses for work. The policy is underwritten by Sabre.

He had an accident and reported the incident to Sabre. His vehicle was repaired but Mr A was told that he had to pay the excess. Mr A disputed this saying that it was written in his documents that if he reported the incident within 24 hours, he wouldn't be charged an excess. Sabre disagreed with this but did offer a 50% reduction of the excess amount.

Unhappy with this, Mr A made a complaint to Sabre. It said that the policy excess reduction to zero was only applicable if Mr A had met all the policy conditions. One of those conditions was that he had to use one of Sabre's approved repairers. As Mr A had chosen not to use an approved repairer, Sabre said the removal of the policy excess didn't apply on this claim. It also noted that it shouldn't have offered the 50% reduction of the policy excess, however, it accepted that as this was its error, it wouldn't now request the full excess be paid.

Mr A remained unhappy and brought his complaint to our service. Our investigator looked into the matter but didn't think that Sabre had acted unfairly in requesting the policy excess be paid. Mr A disagreed with our investigator and said the information he had received about the policy excess reduction was very misleading and he shouldn't have had to pay this. As no agreement could be reached, the matter 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.

And having done so I'm reaching the same outcome to that of our investigator for broadly the same reasons. I'll explain why.

The welcome letter sent to Mr A after he took out the policy states the following:

Your insurer will reduce your accidental damage excess by 100% if, further to the above stipulations, you report a claim within 24 hours and meet the other requirements as detailed in your policy wording, including provide photographs of all vehicle involved in the incident OR dashcam footage of the incident within 24 hours of the incident.

The same document also confirms that the policy wording is available on the website, and the address is provided. In addition, it states that a copy can also be provided to Mr A upon request.

I've looked at the policy wording and it states:

We will agree to reduce the Accidental Damage Excess in respect of any incident which may be the subject of a claim under the policy, provided that all of the following conditions are met;

It then lists four main bullet points of things that must occur in order for the excess to be reduced. One of these bullet points is as follows:

- *And You use our Approved Repairers*

In the claim notes that have been provided to us, it appears that Mr A chose to use a repairer that wasn't one of Sabre's approved repairers. As Mr A didn't use an approved repairer, he wasn't entitled to an excess reduction as this is a requirement. I'm persuaded that Sabre was acting in accordance with the policy terms and conditions when refusing an excess reduction for Mr A. I'm satisfied that it was fair for Sabre to require the excess to be paid.

Mr A had said that the list of requirements wasn't detailed in the documents he received and therefore it is misleading. I accept that the welcome letter he received didn't list what other requirements would need to be met, however, it did state that these were available in the policy wording and where he could find this. So, I'm satisfied Sabre did enough to explain to Mr A the requirements for an excess reduction.

My final decision

For the reasons mentioned above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 4 August 2023.

Jenny Giles
Ombudsman