

The complaint

Mr M is unhappy a claim made under his agricultural vehicle insurance has been declined by West Bay Insurance Plc (West Bay).

What happened

Mr M's tractor is insured under an agricultural vehicle insurance policy underwritten by West Bay.

The wheel came off Mr M's tractor whilst being driven, which resulted in damage being caused to the tractor. Mr M made a claim for the cost of repairs to West Bay.

West Bay appointed an engineer to carry out an inspection and they subsequently declined the claim. They said the wheel had come off due to wear and tear, and there was no cover when the vehicle was being used in an unroadworthy condition.

Mr M brought a complaint about West Bay's claim decision to this service. This service didn't uphold the complaint. The investigator was persuaded by West Bay's engineer's conclusions, and she also said there were no other expert reports which countered those conclusions.

Mr M subsequently obtained his own engineer report and sent this to West Bay for consideration. However, West Bay's claim decision remained the same. So, Mr M referred a new complaint to this service to consider.

One of our investigators looked into things but she didn't uphold the complaint. She wasn't persuaded Mr M's own expert report demonstrated that West Bay's conclusions or claim decision were incorrect.

Mr M didn't agree and asked for a final decision from an ombudsman.

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, whilst I appreciate it'll come as a disappointment to Mr M, I've reached the same outcome as our investigator.

West Bay's engineer concluded that the wheel came loose and caused the tractor to collapse as a result of:

"The most likely cause of the incident is the near side rear wheel studs have not been correctly tightened.

Only two studs were available, all others were lost at the time of the incident.

I noted evidence of the wheel centre confirming movement in the wheel due to the loose studs."

West Bay concluded that the wheel studs had become loose over time due to wear and tear, and that the tractor was being used in an unroadworthy condition when the damage occurred. As a result, West Bay relied on the following policy exclusions to decline the claim:

"This section of your insurance does not cover the following.

...

3 Wear and Tear, mechanical, electrical, electronic, computer failures, breakdown or breakages."

And:

Your insurance does not cover the following.

1. Any liability, loss or damage arising while any vehicle covered by this insurance is being:

...

- Being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed"*

This service considered a previous complaint in which the investigator was persuaded by West Bay's engineer's conclusions, and on this basis said that the exclusions had been fairly applied. There were also no other expert reports provided to counter West Bay's engineer's opinion.

We aren't technical motor engineers, so we need to rely on information and evidence provided by experts determining the cause of damage. And then we consider whether the insurer has reached a reasonable outcome based on that information.

Since that first complaint, which wasn't upheld, Mr M has obtained his own expert report. However, having considered this report, it isn't sufficient in persuading me that West Bay's own engineer's conclusions are incorrect, or that the exclusions have been unfairly applied. I say this because Mr M's report says (I've outlined the key points):

"It would be very difficult to confirm that the wheel came off if the wheel nuts were loose or if it was a component failure i.e., wear and tear..."

And:

"It would be difficult to counter argue against the Insurer stance that the wheel studs were loose..."

So, this doesn't actually provide any alternative opinion or conclusions on the cause. Instead, it says it would be difficult to show the insurer reached the incorrect conclusion.

Therefore, in the absence of anything which demonstrates West Bay's engineer's conclusions are incorrect, I don't think West Bay has acted unfairly by declining the claim based on the exclusions they have relied on.

My final decision

It's my final decision that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 November 2023.

Callum Milne
Ombudsman