

The complaint

Mr K complains that U K Insurance Limited (“UKI”) caused further damage to his car while it was in its care following a claim under his car insurance policy. When I mention UKI I also mean its suppliers.

What happened

Mr K had a motor insurance policy with UKI covering his car. A third party collided with his car, causing damage to it. He reported the claim to UKI.

UKI collected his car and assessed the damage. It said it thought his car was beyond economical repair and would be written-off. It offered Mr K the opportunity to buy it back (called ‘salvage’) and he accepted.

The car was returned to Mr K. He noticed that some additional damage had been caused, including a badly damaged tyre and a scrape to the underside caused when the recovery company dropped his car off. He said his car had deteriorated while in UKI’s care.

The car was undriveable and he left it on the road near his home. He said he was fined due to the car not having valid tax.

He complained to UKI about the damage and that it hadn’t communicated with him about it. It didn’t uphold his complaint.

As he remained unhappy, he brought his complaint to this service. He says his neighbours have been unhappy about his car being stored on the road, and his car’s been unusable. He wants UKI to carry out an investigation into what happened with his car and provide some ownership of his complaint.

Our investigator looked into it and thought it wouldn’t be upheld. She couldn’t see evidence that UKI had caused damage to his car.

Mr K didn’t agree with the view and asked that his complaint was reviewed by an ombudsman, so it’s been passed to me to make a final 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.

I’ll start by saying that Mr K has said he wants UKI to take ownership of his complaint, rather than passing investigation of it to its supplier. Complaints about the handling of complaints don’t fall into this service’s remit and as such I’m not able to consider this further here, but I do appreciate he’s felt frustrated by UKI’s responses to him.

I’m not upholding Mr K’s complaint. I’ll explain why as I appreciate my decision will be disappointing for him.

Mr K later clarified that he hadn't been fined due to the lack of tax, but warnings had been placed on his car. He had the tyre replaced and moved the car off the road.

Under the details of the settlement received by Mr K from UKI I can see that Mr K received the salvage back from UKI together with a payment from it for the balance.

What this means is, Mr K is responsible for arranging and carrying out the repairs to his car, and taxing and obtaining an MOT certificate.

And, if he wants to show UKI caused damage to it, he needs to prove the damage wasn't on the car when it was collected.

Mr K had said that his car was driveable when UKI collected it, but was returned in a worse condition. I can see from the file that there's a note saying: "The customer advised that they do not feel safe driving their vehicle due to the claim damage, we have therefore collected the car".

I've also looked at the report provided by UKI about the condition of the car before it was collected. That report says his car was 'unroadworthy'.

There are some photos in the file supplied by both UKI and Mr K. The issue with these photos is none of them show that damage was caused or was in existence at any particular point in time. But I can see that the area of damage from the collision was in a location that showed previous bodywork damage, because the bodywork has significant rust around that area.

Mr K has also mentioned damage to the ABS system, and has provided a photo of a brake as evidence. But I'm afraid he's not supplied evidence from a garage or mechanic saying that the system is faulty and that the fault has been caused by UKI. I will also mention that a service warning light on his car was illuminated which would suggest it was due a service, which may have dealt with the issue he's pointing out.

I will also say that these issues have all been pointed out to Mr K before his complaint was passed to me, and he hasn't provided further evidence or substantiated his claim for damage. What this means is, I have to look at the evidence provided by both parties and make an assessment on the evidence I have.

I can see Mr K said he lost his phone, and so too photos that were relevant. He's also expressed dissatisfaction with how UKI handled his complaint, passing it to the supplier who dealt with his car. He says he wasn't contacted with details of how to send his evidence to it. But from what I can see, he did supply his email address to the supplier, who did respond to him. So I can't fairly say the supplier (which was acting on UKI's behalf) was at fault.

So, from the evidence on file, I'm not able to say that UKI caused the further damage to Mr K's repairs. It follows that I'm not able to uphold his complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 18 November 2024.

Richard Sowden

Ombudsman