

## **The complaint**

Mr V complains about U K Insurance Limited's handling of a claim under his car insurance policy.

## **What happened**

U K Insurance Limited (UKI) has been represented on the claim by its agents. For simplicity, at points, I've referred to the actions of UKI's agents as being its own.

Mr V took out a policy with UKI in March 2023. In December 2023, he was involved in an accident and he made a claim. UKI repaired Mr V's car and it was returned to him in January 2024.

Shortly after it was returned, Mr V reported a fault with the car. He said there was fire and smoke from under the bonnet. UKI inspected the car and told Mr V the fire wasn't accident related. Mr V raised a complaint with UKI. He said he experienced issues with the car since it was returned for repair. He said he had been made aware of the pre-existing issue with the brakes and when he'd taken it to an independent garage for inspection, there were multiple error messages and smoke appeared from under the bonnet.

Following Mr V's complaint, UKI sent the car to a manufacturer repairer, who I will refer to as B. B said the only damaged item it found was wiring and it didn't say this was caused by the accident or repairs..

UKI issued a complaint response in March 2024. It didn't feel its repairs caused the issues with the car. UKI agreed to send Mr V a copy of the relevant reports.

Mr V remained unhappy, so he referred his complaint to the Financial Ombudsman Service. He said the fire under the bonnet of his car occurred after he'd driven less than 50 miles since UKI's repair. He felt UKI had only sent him part of the report from B, but another part, dealing with the reason for the fire, was missing.

Our Investigator didn't uphold the complaint. She said there was no evidence to suggest the fire was caused by UKI's repairs.

Mr V didn't agree. He requested the other parts of B's report he felt was missing. He felt this missing part outlined the cause of the fire.

## **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 should first set out that I acknowledge I've summarised Mr V's complaint in a lot less detail than he has presented it. Mr V has raised a number of reasons about why he's unhappy with UKI. I've not commented on each and every point he's raised but, instead I've focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy by

this, but it simply reflects the informal nature of this service. I assure Mr V, however, that I have read and considered everything he's provided.

Mr V says his car was serviced and taken through its MOT in November 2023, and he feels the issues he experienced in January 2024 are UKI's responsibility. But for me to find UKI responsible in the circumstances, I'd need to be satisfied the issues Mr V reported were caused by the accident in December 2023, or the repairs UKI carried out in January 2024.

I've not seen further evidence of the error messages Mr V mentioned, and in his submission to the Financial Ombudsman Service in April 2024, he only mentioned the fire which developed under his bonnet. So I've focussed on the fire, and the evidence of its cause.

UKI's notes from February 2024 show its technician could see no obvious issues to suggest what caused burnt wiring. But they thought it could be due to a short from the main wiring around the starter motor and this was nothing to do with the accident. They also confirmed there were no issues with the wiring during the repairs.

Following the above, UKI arranged for a report from B, to investigate what caused the fire. I've seen the invoice from B dated 1 March 2024 (the document), with B's comments.

Mr V feels there is a further document in addition to the document he received, so I've considered this first. The document from B says at the bottom it is 'Page 1 Of 1'. UKI told us there is no second part to B's document. Overall, I'm not persuaded there is a further document from B in addition to the document I've outlined above.

Turning to the document, although I agree B doesn't expressly confirm the cause, I can see it said the only damaged item found was the wiring. B also recommended a complete engine loom (wiring) replacement and further checks to make sure no other underlying concern caused the fire. I think if B had found the fire to be accident or repair related, it'd likely have commented on this within this document. And I think B's reference to other underlying concerns as possible causes for the fire suggest B didn't consider the accident or repairs to be the cause.

Furthermore, UKI's notes from March 2024 show it spoke to B and B advised the cause of the fire is faulty wiring and that this is not accident related. The notes show B's opinion was the wiring failed as a result of wear and tear. UKI's internal engineer also reviewed the damage and didn't believe it related to the accident or repairs. The engineer's opinion was that the wiring would have failed much earlier than it did if it was caused by the accident or repairs. I'm inclined to agree with the engineer on this point.

Overall, I've not seen enough evidence to persuade me the fire was caused by the accident or UKI's repairs. The evidence I've seen suggests UKI's technician, the manufacturer repairer and UKI's engineer all considered the cause of the fire to be faulty wiring, and that this was not accident or repair related. And I've not seen sufficient evidence from Mr V to persuade me otherwise. So, I won't be directing UKI to take responsibility for the fire damage, or the impact this has had on Mr V.

UKI has sent us terms and conditions that I'm satisfied would have reflected the relevant terms that applied when Mr V took out the policy. The terms show there is no cover for mechanical or electrical failure, or damage caused by general wear and tear. The evidence I've seen shows there was likely a fault with the wiring, caused by wear and tear. So, I don't think Mr V is covered for the resulting fire and the damage it caused, under the terms of the policy.

Mr V mentioned contact from UKI about his premium calculation. If he's concerned about

this matter, he'll need to raise this with UKI separately.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 29 November 2024.

Monjur Alam  
**Ombudsman**