

## **The complaint**

Mr I complains about how U K Insurance Limited ("UKI") handled a claim for repairs to his car under his motor insurance policy.

## **What happened**

Mr I had a motor insurance policy with UKI covering his car.

In April 2024 he was involved in a collision with a third-party vehicle causing relatively minor damage to the front nearside corner of his car, and the corresponding wheel and tyre.

Mr I contacted UKI and told it about what had happened. He took his car to a main dealer which gave him an estimate of its repair cost.

UKI said the repair costs were too high. It said it would repair the car using its repairer network. Mr I's car was taken to UKI's approved repairer in early April, but Mr I took it away before repair work was done.

In August 2024 he reopened his claim. Mr I took his car to UKI's approved repairer, he told it there was a problem with a heater fan on the car's passenger side. UKI's repairer refurbished the wheel and repaired the parts of the car showing damage from the collision. It also said it thought the fan problems weren't linked to the collision.

Mr I didn't agree with this solution. He said he'd told UKI and its repairer to not progress repairs if they were going to be refurbished rather than replaced.

During his claim he'd been provided with either a courtesy car or a hire car for about 90 days in total, and he wouldn't return it when asked as he wasn't happy to have his car back.

Mr I took his car to another repairer of his choice. This repairer gave him some new information about it not being able to refurbish wheels because the vehicle's manufacturer recommended it couldn't, and that the fan wasn't working properly.

UKI said it had acted fairly and it didn't agree that the fan problems were accident related.

Mr I remained unhappy and brought his complaint to this service. He complains that UKI wouldn't repair his car to the same standard as the manufacturer and wouldn't fix the problem with the fan. It also didn't provide him with a courtesy or hire car that was large enough for his family's needs.

Our investigator looked into his complaints and thought his complaint wouldn't be upheld. She said she thought UKI had handled his claim fairly and in line with the policy terms and conditions.

UKI later agreed it would pay the cost of the replacement tyre, which Mr I had replaced himself after taking his car back from UKI's approved repairer.

Mr I didn't agree with the view. He maintains the car wasn't repaired to manufacturer's

standard. He also said he would take up the matter in court.

Because Mr I didn't agree, this complaint has been passed to me to make 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.

I'll start by saying this is a complex matter and Mr I has raised many issues during his approach to this service. Those issues continue, and I can see from the correspondence later in the file there's particular mention of an issue with the colour of the bonnet. It's important I say that I can only consider the issues that have been raised with UKI and for which it's issued its final response.

What this means for Mr I's complaint and this decision is that I can only consider the matters around the repairs that were done by UKI, the problem with the fan, and the courtesy car he was provided with. Those issues were dealt with in the view.

From the information on file, it's my understanding that the tyre replacement has been dealt with under the claim.

Having read the file of evidence I've been provided, I'm not upholding Mr I's complaint. I'll discuss the various parts of his complaint to explain why I've arrived at this decision.

### **Heater/Fan**

Mr I has maintained there was nothing wrong with the car's heater fan before the collision took place. He's also said that the type of car he drives is susceptible to knocks which may mean that systems stop working properly. I'll mention that the type of car is an SUV-type, and is known for its off-road ability.

Mr I has sent this service evidence that he had his car examined by a main dealer about two weeks before the collision happened. There's a note saying that, when the system was checked, *"no faults stored for heating fan operation"*. But the evidence also says there was a fault with a module related to the battery, which was then replaced.

He maintains the fan was working properly from then to when the collision happened.

When his car was examined by UKI's repairer in about October 2024, the repairer reported: *"Although the diagnostic is showing no fault in March 24, there is clearly an issue there and this is not related to the accident as this was evident before the accident"*

I've not seen evidence from Mr I that the problem with the fan was caused by the accident. What I can see is that there's seemingly a co-incidence in timing between him noticing a problem in March, having it apparently fixed, and then the problem happening again later.

I've thought carefully about this, and on balance I'm persuaded by UKI's position that Mr I reported an issue with the heater/fan before the collision, which seems to show it's more likely than not to have pre-existed the collision.

I know Mr I disagrees with this, but I can't see evidence to show me that it wasn't. I'd also comment that, if he can prove that the collision caused the problem with the fan then he's likely to be able to add to his claim from UKI.

## ***Repairs – bumper and wheel***

Under the policy terms and conditions I can see that UKI provide the following cover:

*“What we’ll do*

*If your car is accidentally damaged, we can choose to either:*

*Repair – we’ll repair the damage ourselves or pay to repair it.*

*Replace – we’ll replace whatever is lost or damaged, if that’s more cost-effective.*

*Repay – we’ll settle your claim by sending a payment.”*

What this means for Mr I is that the choice of how to go about the repairs to his car. He’s insisted that the bumper, wheel and other parts needed replacement rather than repair. He’s talked about the value of his car, which is a premium brand, meaning that he’d expect to have parts replaced.

As part of his evidence, he’s told this service that a manufacturer-approved repairer told him the manufacturer said it wasn’t able to refurbish wheels, but must replace them instead. In other parts of his evidence, I can see he wasn’t told this explicitly, but instead the manufacturer “recommended” this was the route taken.

But Mr I’s contract of insurance is an agreement between him and UKI. Under the terms of that contract, UKI carries out work to a standard guaranteed for five years. And it’s able to repair, or replace, parts depending on how cost effective the solution is for it.

I can see elsewhere in the wording it’s also able to use re-used parts, but that doesn’t seem to be a factor here.

Mr I has shown this service a text message he says he sent the repairer saying he didn’t want repairs to take place. He also says he told UKI this. But the evidence I have talks about him being happy to accept the work being done, and I can see comments from the repairer and UKI about this. So I don’t agree UKI or its repairer were acting unreasonably here.

## ***Courtesy car***

I’ve mentioned above that Mr I didn’t think the car provided by UKI was appropriate for his needs. He’s talked about needing a seven-seater to be able to move his children around to their clubs and activities.

The cover provided by UKI under the terms of its policy for a courtesy car is as follows:

*“Courtesy car*

*The courtesy car will be a small hatchback, so may not be of a similar size or style to your car.”*

It seems to me that UKI provided Mr I with this type of car – in line with its policy wording.

I also note that it’s possible to purchase a different level of cover under UKI’s policy wording – called *“Guaranteed Hire Car Plus cover”*. This cover seems to mean that the courtesy or hire car provided is of a comparable type to the customer’s. For whatever reason, Mr I didn’t buy this cover.

So, I can't say UKI wasn't acting unfairly in how it dealt with Mr I's courtesy car.

### **Overall**

I can see Mr I feels very strongly about what's happened during his claim, but I can also see that despite his obvious attachment to his car, UKI has acted in line with its policy wording throughout, and has acted fairly and reasonably towards him.

I've mentioned that Mr I has said he was willing to take further action in court about this matter, and this is his right.

But I'm not upholding his complaint.

### **My final decision**

For the reasons set out above, 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 I to accept or reject my decision before 3 February 2025.

Richard Sowden  
**Ombudsman**