

## **The complaint**

Mr H complains that U K Insurance Limited declined his claim and cancelled his motor insurance policy. He wants it to either repair or write off his car.

## **What happened**

Mr H's car was damaged whilst he was in a garage. Mr H said he was stationary at the time and another driver hit his car in the rear damaging that area. He later said the car had been pushed into a wall causing further damage to the passenger side and front of the car. He wanted the car written off.

UKI contacted the garage to validate the claim, and it was provided with a description and CCTV footage of the incident. UKI said this showed that Mr H had reversed into the other car. There had been an altercation, and the police had attended. UKI thought the incident hadn't occurred as Mr H had first described. And so it relied on the policy's fraud clause to decline his claim and cancel his policy. Mr H was unhappy with this as he said he'd relied on translators to provide his versions of events, and he thought questions may have been misunderstood.

Our Investigator didn't recommend that the complaint should be upheld. She thought Mr H's translators had confirmed all his answers before relaying them to UKI. She thought the CCTV footage confirmed that Mr H's initial account had been incorrect. But she thought he had confirmed this account several times to UKI with and without the translators' help. So she thought UKI hadn't unfairly concluded that Mr H's account didn't match the evidence. And she thought it had fairly and reasonably decided to decline the claim and cancel the policy in keeping with its terms and conditions.

Mr H replied that he was disorientated after the incident. He also thought misunderstandings may have occurred due to the translations. Mr H asked for an Ombudsman's review, so his complaint has come to me for 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 can understand that a language difference may have made it difficult for Mr H to communicate with UKI about the incident. And I have considered this and listened to the calls he made with and without help from translators. I note that in the calls where translators assisted, they confirmed Mr H's statements with him before passing them on to UKI.

I also note that when UKI called Mr H and he was unassisted, it repeated its questions and reasonably checked his understanding. Mr H also sent emails to UKI stating his version of events. And he didn't raise concerns about language differences until after his claim was declined. So, although there was a language difference, I can't say that this stopped Mr H from providing an accurate account of events.

Mr H said he was disorientated after the collision. But he only raised this concern after our Investigator didn't uphold his complaint. I think it's reasonable for me to rely on what Mr H

said immediately following the collision as that's closer to the event and more likely to be accurate. And he didn't then raise any concerns or seem other than lucid. He was able to then video the damage caused to both cars. So I'm not persuaded that the collision caused disorientation that would prevent Mr H providing an accurate account.

UKI said it declined the claim and cancelled the policy because it thought the reported incident hadn't happened as Mr H had reported it. It thought Mr H had made false claims about the incident circumstances and blame and also the extent of damage caused to his car. And it thought this entitled it to decline the claim and cancel the policy.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably. I can see that it states on page 36 of Mr H's policy booklet under Fraud:

*"You must be honest in your dealings with us at all times. We won't pay a claim that is in any way fraudulent, false or exaggerated. If you, any person insured under this policy, or anyone acting on your behalf attempts to deceive us, or knowingly makes a fraudulent, false or exaggerated claim, we may:*

- *Cancel your policy.*
- *Reject your claim and any following claims.*
- *Keep any premium you have paid."*

I think this is a common term in insurance policies and doesn't need to be specifically highlighted. So I think it was sufficiently brought to Mr H's attention for UKI to rely upon it.

I've considered the calls between Mr H and UKI, the email exchanges and the CCTV evidence provided by the garage where the incident occurred.

Up until UKI disclosed the CCTV footage, Mr H was consistent in his versions of events that he had been stationary at the time and the other car had driven into his car. He later added that this had caused further damage as he had been pushed into a wall.

In the CCTV footage, Mr H is seen reversing his car inside the garage and he clips the corner of the other car. He then gets out to inspect the damage. There is no sign of the other car being in motion or of Mr H's car hitting a wall.

When UKI disclosed this to Mr H, he changed his version of events. As I've said above, I'm not persuaded that language differences prevented him from providing an accurate version of events when he first raised his claim. And so I think it was reasonable for UKI to conclude that the event didn't happen as Mr H had first described it. And his version of events assigned blame to the other driver and exaggerated the damage caused to his car.

So I can't say it was unreasonable or unfair for UKI to invoke the fraud clause in Mr H's policy. This allowed it to decline his claim, cancel his policy and retain his premiums. And so I think UKI has acted fairly and reasonably and in keeping with the policy's terms and conditions. I don't require it to repair or write off Mr H's car.

## **My final decision**

For the reasons given 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 H to accept or reject my decision before 14 July 2025.

Phillip Berechree  
**Ombudsman**