

The complaint

Mrs G complains that London General Insurance Company Limited (LGI) have unfairly declined a claim on her alloy and tyre policy.

What happened

Mrs G took out an alloy and tyre policy with LGI in September 2024. In mid-January 2025, Mrs G suffered a puncture. She was towed to a garage who replaced the tyre. Mrs G submitted a claim with LGI but it was declined on the basis that Mrs G didn't provide a tyre "dot code" or an image of the damage. Mrs G said this wasn't possible as the tyre had already been replaced. Mrs G was unhappy and raised a complaint. LGI didn't uphold the complaint and said they hadn't done anything wrong in declining the claim. Mrs G was still unhappy so brought the complaint to this service.

Our investigator upheld the complaint. Whilst they accepted that the terms and conditions hadn't been met, they felt that Mrs G had provided enough evidence for LGI to be able to accept the claim on a fair and reasonable basis. LGI appealed. They said the claim was excluded due to the repairs not being authorised. As no agreement could be reached, the complaint has 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether LGI acted in line with these requirements when they declined Mrs G's claim.

At the outset I acknowledge that I've summarised her complaint in far less detail than Mrs G has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As a starting point, it's important to know what the terms and conditions say. Under the policy, Mrs G is covered for the following:

"Combined Alloy Wheel and Tyre Insurance repairs or contributes to the cost of replacing the Tyre(s) or Alloy Wheel(s) fitted to Your Vehicle that have sustained with Accidental or Malicious Damage during the Period of Cover."

LGI have directed us to the following:

“9. How to make a claim

As soon as **You** become aware of an **Incident** that has resulted in damage which **You** believe could lead to a claim **You** must contact the **Administrator**. This can be done by telephone on [Number] (Monday – Friday, 9:00am to 5:00pm).

The **Administrator** will ask **You** to complete an electronic or paper claim form and explain the process for completing this and where to send. We will ask for pictures of the cosmetic damage to be submitted alongside your form...

In order to assess a claim, the **Administrator** will require:

- **Your** personal and **Vehicle** details;
- Full details of the damage; and
- Photographs of the damage in order to assess **Your** claim
- Where **Your Tyre** or **Alloy Wheel** has suffered **Malicious Damage** **You** must obtain a crime reference number from the police and provide this at time of claim.”

LGI has also directed us to the following exclusions:

*“**You** will not be compensated for Damage to **Tyre(s)** or **Alloy Wheel(s)** under the following circumstances:...*

- That cannot be defined as **Accidental** or **Malicious Damage**; or
- Caused by **Wear and Tear**; or
- Caused by a road traffic accident or where **Your Vehicle** is a total write-off;
- Caused by improper use of **Your Vehicle** or use not listed in, or that is excluded from **Your** motor insurance; or
- Due to faulty manufacture or design of **Your Tyre(s)** or **Alloy Wheel(s)**...
- **[Tyres]** if they have less than 1.6mm of tread in a continuous band around the full width of the **Tyre** or where there has been an attempt to remove the serial number or other identifying marks;
- **[Tyres]** caused by incorrect **Tyre** pressure, wheel alignment, **Tyre** imbalance, defective steering or suspension; or
- **[Tyres]** that do not carry an ‘E’ mark;...
- Any repair work carried out without prior permission from the **Administrator**.”

Based on the above, I agree with LGI that Mrs G hasn’t complied with the policy terms. The last exclusion also applies as Mrs G hadn’t got permission before the repair was completed. I also understand why LGI requests images of damage, so they can ensure there isn’t a valid exclusion that may apply to the claim. However, in instances of tyre damage, repairs are usually quick and easy but very inconvenient as the car is usually no longer driveable. So, I need to decide whether based on the evidence supplied by Mrs G, it was fair and reasonable in the circumstances for LGI to decline the claim.

Mrs G provided her recovery report. This confirmed the following:

“Puncture NSF. Member was waiting for RAC approved tyre fitter last night.

Non repairable, recovered to local tyre shop.”

It’s clear from the report that Mrs G’s tyre had sustained a puncture. So, there was no evidence of the car being involved in an accident or that the repairs were needed was due to the tyre being faulty, used incorrectly or because of wear and tear.

Looking at Mrs G's car MOT history, I can see that in both March 2024 and March 2025, there were no failures or advisories linked to any tyres. Whilst the MOT in 2024 was around 10 months before the puncture, it suggests the tyre was in good condition at that time. The MOT in 2025 was only 2 months after the puncture. This suggests there were no issues with the offside front tyre.

Whilst LGI has said they wanted Mrs G to provide the tyre "dot code", this isn't specified in the terms and conditions as being a requirement, so I don't think they can reasonably expect this to be provided.

Whilst I can understand why LGI would want a photo of the damage, I don't see that in the specific circumstances of this case that it was needed. This is based on the recovery report information and the MOT history. I've also considered it's not always clear or possible for an individual to locate the exact location of a puncture. Even had a photo been provided of the puncture, I'm not sure it would have enabled LGI to have applied one of the above listed exclusions.

In regard to the final listed exclusion above, I note the policy terms also state the following:

*"For **Tyre** claims both inside and outside of operational hours **You** must pay for the repair or replacement in the first instance and send the **Administrator** a copy of the relevant invoice along with **Your** claim form."*

This suggests that for a tyre repair, you don't need to get authorisation before any work is completed. The recovery report confirms the puncture had been caused the evening before and recovery was requested outside LGI's opening hours. Mrs G needed to use the car that day. So, I don't think it's fair and reasonable for LGI to rely on this exclusion.

Based on everything I've seen, and for the reasons above, I uphold Mrs G's complaint.

Putting things right

To put things right, LGI should do the following:

- Pay Mrs G £159.85
- Pay Mrs G 8% simple interest* on the above amount, from the 15 January 2025 to the date payment is made.

* If LGI considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs G how much it has taken off. It should also give Mrs G a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

For the reasons I've explained above, I uphold this complaint and direct London General Insurance Company Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 25 September 2025.

Anthony Mullins
Ombudsman