

## **The complaint**

Ms M complains about how U K Insurance Limited (UKI) handled a claim under a motor insurance policy covering a vehicle leased under the Motability Scheme. Ms M was a carer for the lessee of the vehicle (her mother, who was disabled). The vehicle sustained damage in a collision whilst Ms M was driving. She's unhappy at the repairs to the vehicle, saying it was returned with additional damage not caused by the accident.

Reference to UKI in this decision includes their agents.

Ms M's vehicle was leased under the Motability Scheme, run by Motability Operations Limited (Motability). Her complaint to this Service and this decision covers the role of UKI as the insurer of vehicles provided under the Motability Scheme. It doesn't cover the actions of Motability as the operator of the Scheme, so any reference to Motability is included purely to provide context to what happened in this case.

## **What happened**

In January 2025 Ms M was involved in a collision when a third-party vehicle hit the front passenger door of the Motability Scheme vehicle she was driving as the carer of the lessee of the vehicle. She contacted UKI, who arranged for the vehicle to be taken to a garage (S) for repairs. The vehicle was with S for some three weeks but when it returned Ms M noticed some minor damage, including a hole in the footwell carpet and the passenger door wouldn't unlock from the inside. The vehicle was returned to S, where it remained for a month. However, when returned a second time, there was further damage.

UKI maintained the damage to the carpet was pre-existing, pointing to photos of the vehicle taken when it first arrived at S which showed the hole. This indicated the hole was pre-existing and not caused by S. UKI said vehicle interior trim and upholstery weren't covered by them, so Ms M couldn't claim for the damage to be repaired.

Ms M was unhappy at UKI's response, so she complained.

UKI issued a final response at the start of May 2025, in which they acknowledged some delay in the initial repairs, as well as a period from when the vehicle was returned for rectification work to Ms M receiving a courtesy car. But UKI didn't accept the damage to the footwell carpet was caused while the vehicle was at S, referring to the photos indicating the damage was present when the vehicle first went to S for repairs. So, UKI wouldn't be covering the cost of repairing the damage (replacing the carpet/mat). But UKI did accept S hadn't cleaned the vehicle interior before its return. In recognition of the shortcomings, as well as the overall poor service, UKI offered £100 compensation (which Ms M accepted). Ms M then complained to this Service. While offered £100, it didn't address the fact the vehicle was returned with further damage. She also disputed UKI's view there was an existing hole in the carpet, as the hole was larger, for which she would be penalised. Ms M wanted the damage repaired at no additional cost to her.

Our investigator didn't uphold the complaint. She noted the vehicle had to be returned for rectification work after it was returned the first time. She also noted the date stamped images

of the vehicle before and after each time it was with S, showing there was already a hole in the footwell carpet. The photos didn't indicate the hole had worsened while with the garage and Ms M hadn't provided any evidence to show it had. She also noted UKI's specialist opinion the hole was in a location that meant it was more likely due to wear and tear. In the absence of any evidence to the contrary, the investigator concluded UKI had acted fairly, including their award of £100 compensation.

Ms M disagreed with the investigator's view and asked that an Ombudsman review the complaint. She said while she didn't have any photos of the carpet before the vehicle went in for repair, she felt the photos showed it had worsened whilst with the garage

### **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.

My role here is to decide whether UKI have acted fairly towards Ms M.

The key issue in Ms M's complaint is the damage she says was caused to her vehicle when it was in for repairs following the accident. Specifically, a hole in the footwell carpet that wasn't there before the accident (or had got larger whilst with S). UKI say photos of the vehicle taken before each trip to S show the damage was pre-existing and therefore not due to the accident or the repairs and so not covered under the policy.

On the first issue, there is a clear difference of opinion between Ms N and UKI (and S, as the repairing garage) about whether the damage to the footwell carpet was caused by (or made worse by) S while the vehicle was in for repair (on either or both occasions). Given this difference, I have to form a conclusion based on the balance of probability of which view I find the more persuasive, given the available evidence. In this case, the only physical evidence I've seen are the photos of the vehicle taken by S at the points at which the vehicle was taken in for repair, on the two relevant occasions. In particular, the first photo at the point the vehicle was first taken in by S.

I've looked at the photos of the vehicle interior, taken when the vehicle first arrived at S (January 2025) and then again when the vehicle was taken back in (February 2025). Both show a hole in the carpet, in the driver side footwell, underneath the pedals. The angles and resolution are slightly different, but the hole is clearly visible in both. It isn't possible to conclude definitively whether the hole is larger in the second photo compared to the first. But the fact that it is visible in the first photo leads me to conclude it was present before S first took delivery of the vehicle. So, I've concluded it was pre-existing. And it's location in the driver's footwell would indicate it was caused by the accident (the third-party vehicle hitting the front passenger door).

On the issue of whether the damage got worse while with S, it's unclear how or why this would have happened, with the vehicle being driven to and from S on two occasions, given the relatively short period of time and the area of the vehicle needing repair was the opposite side to the driver's footwell. And as the hole was already present when the vehicle was first delivered to S, even had the damage got worse, it wouldn't have negated the fact it was already there.

I can see UKI's engineer spoke to Ms M about the damage and advised it was likely to be caused by wear and tear. Having considered this carefully, I'm persuaded by this view, due to the location of the hole being very close to the pedals. This is where it's likely the driver's feet would come into contact with the carpet from operating and resting on the pedals.

So, taken together, these points lead me to conclude the hole was already there when first collected by S, so the damage was pre-existing. And it wouldn't have been caused by the accident, which affected the other side of the vehicle. As the damage was pre-existing and unrelated to the accident damage, then I think it's fair and reasonable for UKI to have declined to cover it under the policy.

While I've reached this conclusion, I've also considered the overall handling of the claim (and the repairs to the vehicle). Looking at the sequence of events, the vehicle was first taken to S at the beginning of January 2025, before being returned in mid-February 2025, some five weeks later. Ms M raises the issue with the passenger door not opening from the inside and the vehicle is returned for rectification work the following week. The rectification work was completed towards the end of the first week in March 2025 and the vehicle returned a second time just over a week later.

That the vehicle had to be returned for rectification work was unfortunate, although the overall timeline isn't unreasonable for the initial repairs and then rectification. However, Ms M would have suffered some inconvenience from the vehicle having to be returned for rectification. And UKI have also acknowledged other shortcomings, as set out in their final response. They awarded £100 compensation, and I've considered whether this is fair and reasonable in the specific circumstances of this case, in the context of the published guidelines from this Service on awards for distress and compensation.

Taking all these factors into account, I've concluded £100 compensation for distress and inconvenience is fair and reasonable, so I won't be asking UKI to make a further award.

### **My final decision**

For the reasons set out above, it's my final decision not to uphold Ms M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 24 November 2025.

Paul King  
**Ombudsman**