

The complaint

Mr B made a claim on his motor insurance policy with U K Insurance Limited ('UKI'). He says it's garage didn't ensure that all the necessary repairs to his car were completed.

What happened

Mr B's car was damaged in an accident. He got it back from UKI's garage on 22 November 2024. He complained about the coolant leaking on 25 November 2024, and a senior technician repaired the problem a few days later at Mr B's home. In its response to his complaint on 13 January 2025, UKI offered Mr B £200 compensation for distress and inconvenience. In reply, Mr B said he'd missed a week's work, as he couldn't use the car, so UKI should pay him more compensation.

Mr B told UKI later that there were further repair issues relating to the car's fan / air conditioning, and he sent photos to it as evidence. He provided invoices showing that the cost of the extra repair work (carried out by his garage in March, April and May 2025) was over £700. UKI contacted its garage. It said Mr B hadn't raised any issues with it and that the photos weren't helpful. It also mentioned the previous very poor repair work it had noted on the car. It said that may have caused the problems. On 29 January 2025, UKI told Mr B the garage would contact him (or he could contact it) but it didn't raise its compensation offer.

One of our Investigators reviewed Mr B's complaint. She thought UKI's compensation offer was sufficient. She noted that Mr B hadn't provided any evidence of his loss of earnings, or any diagnostic report from his garage to show that the fan / air conditioning issues were accident or repair related. She pointed out that the repair report from UKI showed no damage to the radiator, and that a 'health check' done after the repairs were completed showed no remaining repair issues. The Investigator also noted that the repair invoices from Mr B's garage were addressed to a warranty firm rather than to him. As there was no agreement, the complaint was passed to me for review.

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 think the initial extra repair work (reattaching a pipe to stop the leak) was slightly delayed, but UKI recognised the inconvenience caused to Mr B by that and by the failed repair and offered him compensation. Mr B says after the leak was fixed, he noted that the car was making a loud noise, but there's nothing to show that it was apparent at the time the senior technician was at his home, or that he reported it to UKI or to the garage.

Mr B says he couldn't work for a week as he couldn't drive the car. He estimates that he lost around £1,000 as a result. But Mr B hasn't provided any evidence of that, and in order for us to require UKI to refund it, he would have to prove the loss. Mr B would also have to show

what efforts he made to reduce it (for example, by getting lifts to work, public transport, or taxis) or explain why it wasn't possible to do that.

In my opinion, UKI acted reasonably in repairing the issue with the leak and in offering Mr B £200 compensation. After it dealt with his complaint in mid-January 2025, as far as I can see, he didn't mention any further repair issues immediately. He just repeated the issue of his lost earnings. After he raised the other repair issues, on 29 January 2025 UKI said the garage would be in touch with him, or that he should contact the garage.

Mr B has shown that he called the garage a month later, on 28 February 2025. The garage has no record of calls with Mr B, but it says it contacted him in March 2025, and he said there was no longer an issue with the car. As he had work done on the car that month by his garage, that may explain his response.

I don't think it was reasonable for Mr B to assume that the extra work needed on the car was due to the accident or the work done by UKI's garage. He would need to demonstrate that was the case in order to require UKI to refund the cost of that work. But he hasn't produced anything to show what *the cause* of the new issues was likely to be. UKI's garage says the accident impact wasn't severe enough to cause damage to the air conditioning / fan. It also says the checks it did after the repair of the leak showed no other issues. In the absence of conflicting evidence that supports Mr B's stance from his garage (or from an Independent Engineer) I don't think UKI can be held responsible for the extra damage.

Mr B provided us with three invoices for the work done on the car by his garage in March, April and May 2025, but UKI pointed out that they were addressed to a warranty firm. Mr B doesn't see why that's relevant. But had he been able to show that UKI was to blame for the extra damage, it still couldn't be required to pay for it if the work was covered under warranty. That's because Mr B wouldn't have suffered a financial loss. And UKI has commented that accidental damage wouldn't have been covered under a warranty anyway (nor would negligence on the part of its garage).

I know Mr B will be disappointed with my decision, but as I don't think he's been able to show that UKI acted unreasonably, I can't uphold his complaint.

My final decision

My final decision is that I don't uphold this complaint. Under the Financial Ombudsman Service's rules, I must ask Mr B to accept or reject my decision before 21 October 2025.

Susan Ewins

Ombudsman