DRN-5748634

The complaint

Mr L complains Tesco Underwriting Limited (Tesco) declined the claim he made under his motor insurance policy following an accident.

What happened

The circumstances of this complaint will be well known to both Mr L and Tesco so I've summarised what's happened.

In April 2025 Mr L was involved in an accident involving another vehicle and so reported a claim under his motor insurance policy with Tesco. Tesco investigated the claim including reviewing dash camera footage and having a face-to-face meeting with Mr L. Whilst this was happening, Mr L made a complaint with Tesco because his claim was taking too long and he was having issues with the hire car he had been provided.

On 6 June 2025 Tesco told Mr L it would be declining to cover his claim. It said it believed the incident was a deliberate attempt to cause a road traffic accident and this was excluded under the terms of the policy.

On the same date it also issued Mr L with a final response to his complaint. It said the decision to decline his claim was in accordance with the terms of the policy. It also said it had let the hire company know about Mr L's concerns with the vehicle that had been supplied to him. Mr L didn't agree this was reasonable and so referred his complaint to this Service.

Our investigator investigated the complaint. She said she thought Tesco were reasonable to decline Mr L's claim for the reason it had done, and it had dealt with Mr L's claim in a reasonable amount of time.

Mr L didn't agree with our investigator. He provided a number of detailed responses but in summary he said he had pulled over to the side of the road and he believed the third party had hit him deliberately. He said he wanted the black marker removed from his policy and his no claims discount reinstated.

As Mr L didn't agree with our investigator the complaint has been assigned to me to decide.

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 want to acknowledge I've summarised Mr L's complaint in less detail than he's presented it. I've not commented on every point he has made. Instead, I've focussed on the main points that need to be considered. I mean no discourtesy by this, but it simply reflects the informal way our Service works. I assure Mr L and Tesco I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Tesco shouldn't unreasonably reject a claim. Tesco have said it declined Mr L's claim as it believes Mr L had deliberately attempted to cause a road traffic accident. So, I've considered whether this is reasonable in the circumstances.

I've reviewed the dash camera footage of the incident that's been provided. This demonstrates Mr L exiting an A road onto a slip road before suddenly and unexpectedly braking and coming to a stop. The third party following him then hits his vehicle in the rear. Based on the circumstances shown in the footage, I think the conclusions Tesco have come to are reasonable.

I acknowledge Mr L has said he believes he stopped safely close to the kerb to allow the third party to overtake him and that he believes the third party hit him deliberately. However, I'm not persuaded that the dash camera footage demonstrates this, and I've not seen persuasive evidence the third party hit Mr L deliberately. So, based on the evidence available and the circumstances of the accident, I think it was reasonable for Tesco to decline to cover Mr L's claim.

Mr L has said he wants the black marker against him removed, but he hasn't clearly explained what marker he believes has been placed against him. I've not seen any evidence Tesco have placed any marker against Mr L or on Mr L's policy. Tesco have said the claim will be noted on Mr L's policy as a notification of loss. As an accident occurred, I think it's reasonable for Tesco to record the accident in this way.

I acknowledge Mr L was frustrated with the amount of time it took Tesco to deal with his claim. I've reviewed the evidence available including claim notes and correspondence. I've not seen evidence of Tesco causing any unreasonable delays in dealing with Mr L's claim. It is entitled to choose how it validates a claim as it has done here, and I think it has done so in a reasonable amount of time, keeping Mr L reasonably updated.

I know Mr L has provided a lot of information he believes demonstrates Tesco's decision has been influenced by a number of external factors and has said its systems have been hacked. I've taken into consideration everything Mr L has said, however I've not seen any evidence to suggest Tesco's decision on Mr L's claim has been influenced by the external factors Mr L has mentioned. I think it has conducted a fair review of the circumstances of the accident.

Mr L told Tesco he was experiencing issues with the hire vehicle he was provided including it not displaying the correct speed. I think it was reasonable for Tesco to let the hire company know this, so it could investigate the issues that Mr L had with the vehicle.

I empathise with Mr L given the impact this has had on him, but for the reasons I've explained I don't require Tesco to do anything further in relation to his complaint.

My final decision

For the reasons I've outlined above I don't uphold Mr L's complaint about Tesco Underwriting Limited.

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

Andrew Clarke
Ombudsman