

The complaint

Mr T has complained about the way First Central Underwriting Limited settled a third party claim while Mr T held a car insurance policy with it.

What happened

Mr T was involved in an incident which caused damage to a third party vehicle (TPV). First Central didn't provide indemnity for Mr T due to the circumstances of the incident as Mr T breached one of the terms. Mr T accepts First Central's decision here.

As the insurer for Mr T at the time of the incident, the third party insurer (TPI) claimed their costs from First Central in line with the Road Traffic Act. Mr T signed an undertaking agreeing for First Central to take over the defence of the claim.

First Central paid the TPI's claim costs and contacted Mr T to recover the same from him. These consisted of repairs and car hire.

Mr T wanted evidence by way of a paid invoice detailing the completed repairs before he would agree to pay. First Central said it was satisfied with the information provided by the TPI when agreeing to settle their claim. So it didn't uphold Mr T's complaint.

Mr T remained unhappy and asked us to look at his complaint. One of our Investigators didn't recommend the complaint should be upheld.

Mr T wants an ombudsman to decide. In summary he believes First Central should have sought a copy of the final invoice confirming repairs were completed and paid for. He would like a copy of the invoice to evidence the claim for third party costs are correct.

So the case has been passed 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.

The crux of Mr T's complaint is whether the claim costs First Central agreed to pay the third party were fair and reasonably evidenced.

The TPI provided First Central with an invoice for car hire costs while the TPV was being repaired for approximately two weeks, along with a report setting out a breakdown of the costs for parts, and labour along with photos of the damage to the TPV. Within this report was a request for payment.

The tool used to set out the repairs is an industry wide used tool which motor repairers rely on to provide accurate repair estimates and decide whether it is economical to repair a vehicle. First Central explained that the document it relied on is a document suitable as evidence for the courts.

Although the TPI didn't provide a final invoice for the completed repairs, the TPI confirmed repairs were completed when outlaying the costs to First Central for the same amount as the detailed breakdown.

I understand Mr T wants to see a final invoice confirming repairs were completed. But I find that First Central acted reasonably in settling the third party claim costs based on the information it received. So I'm not asking it to obtain further information. This means I'm not upholding Mr T's complaint.

My final decision

For the reasons I've 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 T to accept or reject my decision before 28 November 2025.

Geraldine Newbold
Ombudsman