

The complaint

Mrs G is unhappy with how UK Insurance (UKI) handled her car insurance claim. She thinks UKI should apply its uninsured driver promise and refund her policy excess.

What happened

Mrs G was involved in an accident when her car was hit by a trailer lorry. She said the third party (TP) reversed his lorry into her car while on a motorway slip road. She made a claim on her Direct Line motor insurance policy which was underwritten by UKI, and it dealt with her vehicle repairs.

Mrs G provided the vehicle registration of the lorry that hit her and the TP driver's details to UKI and it attempted to contact the third party insurer (TPI) but no response was received.

Mrs G complained to UKI because she thought her claim was taking too long to be settled and UKI was causing delays. UKI upheld the complaint in February 2024 and offered £100 compensation. In January 2025 Mrs G raised a further complaint with UKI. She thought it should've made more effort to pursue the driver personally because she had provided his details. She also thought UKI should apply its uninsured driver promise which guarantees her No Claims Discount would be unaffected if an uninsured driver is at fault for an accident she's involved in.

A final response was sent in February 2025 and said UKI settled the claim as a fault against Mrs G because it was unable to contact the TPI, or the driver personally to hold them liable for the accident. UKI said it was unable to apply the uninsured driver promise as there was no evidence to support that the TP driver was uninsured.

Mrs G complained to UKI but its position was maintained. So she referred her complaint to our Service.

Our Investigator didn't recommend that we uphold the complaint. He thought UKI had acted in line with the policy terms and conditions when settling Mrs G's claim as a fault one. He also thought UKI made a reasonable effort to identify the TPI. The Investigator told Mrs G that we could only investigate the complaint considered by UKI in its final response letter dated February 2025 because the earlier final response letters fell outside of our jurisdiction. Mrs G accepted her previous complaints wouldn't be considered by this Service.

As Mrs G didn't agree with the investigator, the complaint 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.

I've decided to not uphold this complaint and I'll now explain why.

I should first explain that it's not for this Service to say who is at fault for causing an accident, as that is the responsibility of the courts. Our role is to look at whether UKI carried out a fair investigation, obtained and reviewed all of the evidence it should have and decide whether it has come to a reasonable decision.

I've considered the complaint that was addressed in UKI's final response dated 25 February 2025. Mrs G complained about UKI's handling of her car insurance claim and that it didn't apply the uninsured driver promise. UKI didn't uphold Mrs G's complaint because it thought the claim had been considered fairly. This means I'll provide my decision on whether I think UKI has carried out a fair investigation of Mrs G's complaint, and if it was reasonable for it to record this as a fault claim based on the evidence available about the claim.

Mrs G's policy booklet says:

"Uninsured driver promise

If you claim for an accident that isn't your fault, and the driver of the vehicle that hits your car is uninsured, the No Claim Discount on this policy will not be affected and you will not need to pay an excess.

What we need from you

If this happens, you'll need to give us:

- *The registration number, make and model of the vehicle that hit you.*
- *The drivers details, if possible.*
- *The names and addresses of any independent witnesses, if available."*

In this case it doesn't seem to be in dispute that the accident wasn't Mrs G's fault.

However, for the uninsured drivers promise to apply the correct vehicle registration number is required. This is so UKI can try and locate the TPI to recover its outlay, or determine that the driver is uninsured. I naturally sympathise with the situation Mrs G found herself in as she took the vehicle registration from the trailer at the back rather than the lorry and wasn't aware the registrations could be different. Mrs G said she provided details from the vehicle that hit her which was the trailer. While I appreciate why Mrs G feels this way, I'm satisfied the vehicle is the lorry itself, not the trailer.

But ultimately Mrs G didn't provide all of the information that she was required to produce under the policy terms and conditions for the uninsured driver promise to apply.

Because of this, UKI was unable to find out if the TP vehicle was insured or not. I don't think UKI treated Mrs G unfairly when it deducted the policy excess as the uninsured driver promise doesn't apply in Mrs G's claim circumstances.

Mrs G's policy like other insurance policies allowed UKI to takeover, defend or settle a claim. This means it had the ultimate and final say in how to settle a claim. However, UKI should exercise this right fairly and reasonably, taking into account all of the information provided by both parties about the claim. This policy term is included in most car insurance policies.

Mrs G didn't provide the correct vehicle registration number. And, I've seen that UKI made attempts to contact the registered keeper of the vehicle who was the TP's Romanian employer, but they didn't respond. UKI said it didn't pursue the TP directly because there were low prospects of any success of recovery with the employer as the registered keeper

and the lorry being a commercial vehicle. UKI said it would be difficult to pursue Mrs G's claim without the vehicle registration number. I'm satisfied that was a reasonable conclusion.

UKI is entitled to decide whether to pursue a claim or not depending on the prospects of success. In these circumstances UKI made reasonable efforts via different sources to find the correct TPI and request they take liability for the claim. But it wasn't able to make contact, so had no party to pursue for its outlay on Mrs G's claim.

While UKI have recorded this as a fault claim it doesn't mean that Mrs G is at fault for the accident- but that UKI wasn't able to recover its costs. This is standard industry practice in such circumstances- therefore it was reasonable for UKI to settle the claim as a fault claim because so much time had passed without locating the correct TPI, despite its best efforts.

Mrs G says that the TP broke the law by not having the same registration number on the lorry and trailer. And if it wasn't for the TP's actions she would've provided the correct registration number, so she shouldn't be penalised for this as she took the correct action. I acknowledge how frustrating this situation would be for Mrs G because she followed the correct process and believed she had captured the relevant information from the TP. However, it still stands that the information provided didn't satisfy the requirements of the uninsured driver promise, so I won't be asking UKI to take any further action in respect of this claim.

Ultimately, while I appreciate Mrs G is unhappy with the decision, I'm satisfied UKI has considered all the evidence provided about this claim and it has treated Mrs G fairly when it recorded the accident as a fault claim.

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 Mrs G to accept or reject my decision before 11 November 2025.

Colleen Cousins
Ombudsman