

## **The complaint**

Mr D has complained about the way U K Insurance Limited (UKI) have handled a claim he made on his motor insurance policy.

## **What happened**

Mr D was involved in an accident in March 2024 and made a claim on his policy with UKI. And UKI agreed to repair the damage using their recommended repairer. Mr D complained about how UKI was handling the claim – including that repairs were missed by UKI's recommended repairer. UKI sent Mr D a final response letter in October 2024. In it, UKI confirmed they had agreed Mr D's choice of repairer could carry out the remaining repairs.

In December 2024, Mr D confirmed to UKI that repairs were carried out. But after this, Mr D was concerned his car still wasn't returned to a pre-accident condition and passed these concerns on to UKI. They agreed to look into a new complaint about what happened.

Mr D first contacted this Service in April 2025. He still believed there were outstanding issues with the vehicle that UKI were responsible for. He wanted the repairs to be adequately completed – or for his vehicle to be written off and UKI pay him the market value for it.

Our Investigator looked into whether it was fair for UKI to decline to carry out further repairs and partially upheld the complaint. He thought UKI had fairly completed the repairs but hadn't handled the claim fairly – and he said UKI should pay £500 compensation. UKI agreed to pay the compensation. But Mr D disagreed with the Investigator's findings. The complaint couldn't be resolved, so it has come 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 intend to partially uphold this complaint – I'll explain why.

This decision is about the repairs to Mr D's vehicle and whether UKI is responsible for any outstanding damage. I note Mr D has also complained about the ongoing provision of a courtesy car and other service issues that happened after he brought his complaint to our Service. These weren't complaint points UKI has had time to consider, so I'm not going to comment on them here. He may be able to bring a new complaint to UKI about this.

As ours is an informal service, I'm not going to respond to every point or piece of evidence Mr D and UKI sent us. And whilst I don't intend to respond in similar detail to Mr D and UKI, I have read all the correspondence and taken it into account when making my decision. If I don't mention any particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. I hope

the parties don't take this as a discourtesy; it's just a reflection of the informal nature of this Service.

It doesn't seem to be in dispute that there are likely some further issues with Mr D's vehicle. Several engineers have agreed the vehicle is making noises and it's been found that one of Mr D's tyres is likely buckled. So, I don't need to make a finding on whether there is damage. The question I have to consider is whether it was unreasonable for UKI to conclude that any remaining damage is unrelated to the accident or subsequent repairs.

According to a report and images I've seen, Mr D's vehicle sustained a low impact to the front passenger side area in the accident which damaged the wheel, door and fender. Mr D has complained that since his vehicle was returned, it wasn't properly repaired and has been making a noise. And he was concerned it wasn't safe to drive.

I've seen that UKI's approved repairer carried out tests to Mr D's wheels after the initial repairs. One test showed the wheel alignment was within tolerance at the time. And Mr D didn't raise an issue with one of the wheels until several months after the accident – and after his own chosen repairer had carried out repairs. Taking this into consideration, I'm not persuaded the issue with the wheel was caused by the accident or anything UKI's approved repairer did.

Further to this, UKI's engineers said since the original accident involved a low-speed impact, it's unlikely for any issues relating to the gearbox to be caused by it. And they've set out that, if the accident had damaged the gearbox, there would have been other damage in the accident. I don't think this was unreasonable for UKI to say. And Mr D has seemed to accept that but has said that he believes UKI's engineers caused further damage while carrying out repairs. But I've reviewed the repair report, and I'm satisfied no repairs were carried out in the vicinity of the gearbox.

I note Mr D's vehicle is around ten years old and the odometer showed around 74,000 miles at the time of the accident. While this sort of mileage may not be excessive, it wouldn't be unusual to show some age-related deterioration. And it's possible the accident has simply highlighted a pre-existing issue with the gearbox. But that doesn't mean it was the main cause of the damage. Nor have the tests that UKI's engineers undertaken shown it to be as such.

Mr D said the service schedule hasn't shown any underlying issues. But the main dealer UKI asked to look into the outstanding issues noted the service schedule was incomplete and Mr D hadn't maintained it with the manufacturer. And just because no issues were found during the last time Mr D had the vehicle serviced, it doesn't mean issues can't have appeared since then.

I understand why Mr D would think the outstanding issues are related to the accident or repairs. But ultimately, the main dealer agreed with UKI that they aren't – and UKI's engineers have set out why they think they're likely due to wear and tear. And from the evidence I've seen, I don't think it's unreasonable for UKI to accept this explanation and decline to undertake further repairs or write off the vehicle.

UKI have said they will reimburse Mr D if he has another main dealer for his make of vehicle reinspect his vehicle and they find a fault that is related to the accident or repairs. I would expect UKI to consider any further evidence Mr D sends them about the cause of the ongoing issues.

Having read through the correspondence, I can see that UKI haven't been clear to Mr D about whether they think there was any outstanding damage or about the cause of what any

potential issue was. They also didn't engage with or respond to Mr D promptly at times. UKI have accepted they didn't handle the claim fairly in 2024, and Mr D has suffered further distress because of how long the claim has taken. I think some of his distress will have been exacerbated by UKI's actions. And I think compensation is warranted for the distress caused by the way UKI handled the claim. UKI have said they'll pay £500 compensation. I think this amount is fair based on the amount of distress caused to Mr D.

### **My final decision**

For the reasons above, I partially uphold this complaint and direct U K Insurance Limited to pay Mr D £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 24 February 2026.

Andrew Wakatsuki-Robinson  
**Ombudsman**