

## **The complaint**

Mr F has complained about the way his motor insurer, U K Insurance Limited ('UKI'), dealt with a claim he made on his policy after his car was written off in a non-fault accident.

## **What happened**

In May 2025, Mr F was involved in an accident after a third party car drove into his and another car and then fled the scene.

Mr F reported the matter to UKI and provided details including details of an ambulance vehicle which he said was behind his car at the time. He said the ambulance had CCTV which may have captured the incident as well as the third party registration so they can be traced.

UKI contacted the ambulance service in order to obtain a copy of the footage but by the time it requested a copy, the footage had been wiped. It told Mr F that because it wouldn't be able to recover its outlay, the claim would be recorded as a fault claim. In the meantime, it also assessed Mr F's car and said it was uneconomical to repair. It offered him £2,310 for its market value.

Mr F wasn't happy with the way the matter was progressed by UKI and complained. He said that UKI contacted the wrong ambulance service and delayed asking for the CCTV footage. He said this has impacted him directly as he now has a fault claim on his record which shouldn't be the case. He was also unhappy with the valuation he was given for his car.

UKI upheld Mr F's complaint in part. It said that though its enquiries about the CCTV footage were made promptly it failed to follow them up which meant by the time a copy was requested it had been wiped. It paid Mr F £150 for the distress and inconvenience this caused him having previously paid him a further £100 for poor service.

Mr F wasn't happy with UKI's response and brought his complaint to our service. He said that he wanted the fault claim to be taken off his record. He added that he has not been able to replace his car due to the low offer made by UKI and that this incident has caused him a lot of stress.

One of our investigators reviewed the complaint but didn't think UKI had to take further action. Our investigator considered UKI's valuation to be fair and reasonable, having considered relevant valuation guides and other evidence provided by UKI. Our investigator also acknowledged that UKI could have made better enquiries but at the same time noted that it wasn't responsible for all the delays. Our investigator also thought it wasn't possible to tell that even if it had been obtained, the CCTV would have captured all the necessary

information UKI needed to pursue the third party so it could recover its outlay. Overall, our investigator thought UKI's compensation payments were reasonable, for the errors it made.

Mr F didn't agree and asked for an ombudsman's decision. He said UKI's efforts were not good enough and his main concern was having a fault claim on his record. The matter was then 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.

#### UKI's investigation

Mr F is unhappy with the efforts UKI made to obtain the CCTV footage from the ambulance. He said that he managed to contact the correct service himself within a few hours. Instead, UKI spent weeks trying to track down the correct contact and by the time it did, the footage was wiped.

From what I can see, UKI contacted the local council and also the driver of the ambulance car for further information within a few days of the accident. The council confirmed that it didn't have CCTV in the area. The driver provided a statement and confirmed the accident happened as described by Mr F, but didn't provide the third-party registration. By the time UKI was given the correct details of who to contact, 27 days had passed since the accident. The footage is only retained for 28 days.

UKI has acknowledged that it could have done more to obtain the footage and I agree. I think it could have contacted the correct ambulance service to ask for a copy, even on the 27<sup>th</sup> day but it failed to do so. I think this failure has caused Mr F distress and I think UKI rightly paid him compensation for this.

Nevertheless, as our investigator has said it isn't possible to say, even on the balance of probabilities, that the CCTV on the ambulance vehicle would have captured the incident. And even if it had, that it would have clearly recorded the registration of the third-party car. Even in that case, UKI would have still potentially been required to identify the driver in order to be able to pursue them; not just the car.

I appreciate Mr F would like the fault claim to be removed from his record. As our investigator explained, the fact that it is a "fault" claim doesn't necessarily mean Mr F was at fault for the accident- and in fact, UKI accepts Mr F wasn't to blame on this occasion. Nevertheless, as there is no third party for UKI to recover its outlay from, the claim will still be recorded as a fault claim on the policy. This is standard practice across the industry and I don't think UKI has acted unfairly or unreasonably in this regard.

#### Vehicle valuation

Like most motor insurance policies, Mr F's provides cover in the event the car is damaged in an accident. If the car is declared a total loss, UKI will pay the market value at the time of the accident. The policy defines market value as:

“The cost of replacing your car with another of the same make and model, and of a similar age, mileage, and condition at the time of the accident or loss.”

Our service has an approach to valuation cases like Mr F’s that has evolved in recent times. When looking at the valuation placed on a car by an insurance company, I consider the approach it has adopted and decide whether the valuation is fair in all the circumstances.

Our service doesn’t value cars. Instead, we check to see that the insurer’s valuation is fair and reasonable and in line with the terms and conditions of the policy. To do this we tend to use relevant valuation guides. I usually find these persuasive as they’re based on nationwide research of sales prices.

UKI used four motor guides which produced values of £1,567, £1,228, £2,310 and £2,450 respectively. I’ve also reviewed the valuations our investigator obtained, and two guides returned values of £1,355, and £1,235. UKI valued Mr F’s car at £2,310 using the guides.

UKI also provided its own advert which showed a car with lower mileage as Mr F’s being advertised for £1,399.

As I said above, under the policy UKI will pay the market value of the car immediately before the incident based on a car of similar specification, age etc. UKI has provided an advert in support of its valuation, and though we may sometimes consult adverts we don’t often find them as persuasive as the guides. But we might consider them to be evidence to support the fact that the consumer will, most likely, be able to buy a similar car to replace their damaged car.

Looking at the valuations produced by the guides and the advert provided by UKI, I think its offer of £2,310 is fair and reasonable. From what I have seen, I think on balance Mr F would be able to replace his car with a similar one based on the offer UKI has made to him.

I appreciate Mr F will be disappointed with my decision. As I said above, I appreciate he was the innocent victim of another driver’s poor driving. But in the specific circumstances and for the reasons I gave above, I don’t think UKI needs to take further action.

### **My final decision**

For the reasons above I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr F to accept or reject my decision before 13 January 2026.

Anastasia Serdari  
**Ombudsman**