

## **The complaint**

Mr R has complained about his car insurer U K Insurance Limited regarding its decision to decline his claim for a damaged sunroof, the time it took for a decision to be made whilst he was without his car and that UKI's garage caused damage to his car.

## **What happened**

Mr R noted the rear corner of his sunroof was raised. He contacted UKI about this on 15 May 2025. His car went to one of UKI's garages for assessment on 28 May 2025. Following a request by the garage for an engineer's assessment, on 10 June 2025 Mr R was told his claim was declined because the sunroof was suffering wear and tear.

The car was returned to Mr R. It was covered in plastic wrap. When this was removed the paintwork was damaged. At the end of July 2025 UKI agreed to have the car taken back to its garage, provide Mr R with a courtesy car, and fix the paintwork.

Mr R remained unhappy with everything that had happened. UKI acknowledged a short delay in appointing the engineer and updating Mr R on the outcome – it apologised and paid £100 compensation. Noting its garage had caused the situation which had required Mr R to take his car back for further work, it offered a further £100 compensation. It wasn't otherwise persuaded it had done anything wrong or that any further payment was due. Mr R complained to the Financial Ombudsman Service.

Our Investigator felt UKI had responded reasonably to the concerns Mr R had raised. So she wasn't minded to uphold the complaint or require UKI to do anything more.

Mr R said it was telling that when UKI first told him his car would be written off, the call cut off and after that UKI changed its stance to wear and tear. He said that stance was based on assumptions – UKI hadn't fully stripped the vehicle and it had ignored his diagnostic (obtained by him at a cost). Mr R said he'd reasonably expected a courtesy car to be provided – when he bought the policy it said there was a courtesy car benefit and if the restriction had been made clear he wouldn't have bought the cover. He said the £200 compensation UKI had paid wasn't enough given the months of delay, let alone the diagnostic cost of £40 and transport costs whilst he'd had no car. Mr R said he is still paying his insurance even though the fault is unresolved, which means the car is not secure.

The complaint was referred for an Ombudsman's decision.

## **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.

Having done so I'm satisfied that UKI failed Mr R in its handling of this claim but also that, overall, it has acted fairly and reasonably to put things right. I've summarised my findings below.

Car to be Written Off – UKI did talk with Mr R about the possibility of writing off his car. It seems that was based on the garage's initial assessment of the cost of repair versus the value of the car – with the parts alone for a replacement sunroof costing over £3,000. That was not an unreasonable conversation for UKI to have had with Mr R and it did not mark its 'final' claim position.

Wear and Tear – The garage though was also concerned the sunroof showed no signs of force, and their diagnostic test showed a fault. I think it was reasonable an engineer was then involved. His expert assessment was the sunroof had failed due to wear and tear. An expert opinion like this carries weight. In the circumstances, I find it persuasive. Mr R has not presented his own expert report.

Mr R's Diagnostic Report – The engineer did not ignore this. It was considered but not felt to be persuasive evidence that the sunroof had not suffered wear and tear. I'm satisfied, in all of the circumstances, that was reasonable.

Courtesy Car – Mr R's policy, like many, provides a courtesy car as standard when the insured vehicle is being repaired. As Mr R's car, regarding the initial sunroof damage, was never being repaired, UKI did not provide a courtesy car. It was always up to Mr R to make sure he understood what the benefits and restrictions of the policy were – to make sure the policy suited his needs.

Damage to Paintwork – The garage should have taken better care of Mr R's car to ensure the paintwork was not damaged. But UKI, having considered the damage, agreed to rectify it and provide Mr R with a courtesy car whilst doing so. That is absolutely what I would expect it to do. UKI failed Mr C but acted fairly and reasonably to rectify the damage and minimise the impact that rectification would have on Mr C.

Delay – UKI admitted delay in appointing the engineer and updating Mr R. I'm satisfied from the timeline of events, that this delay was no more than one or two days. After Mr R told UKI about the damaged paintwork, it took UKI about a month to get the garage to contact Mr R about returning the car for repairs to be done. That was too long but Mr R had use of his car in the meantime.

Costs and Compensation – Mr R was inconvenienced and had costs for getting to work whilst UKI assessed the sunroof. But other than a day or two caused by UKI's delay, that inconvenience and any costs flowed from the claim not any failure of UKI. Mr R did have to chase UKI at times. He paid for a diagnostic report but that was his choice to challenge UKI's findings. And that report did not change UKI's outcome or influence this Service to find UKI had acted unfairly. Mr R was understandably upset when he noted the damage to the paintwork of his car, and it was far from ideal he had to take it back to be rectified. As I noted above, UKI took too long when reviewing the paintwork damage issue. UKI has apologised to Mr R for its delay and acknowledged he shouldn't have had to take his car back for rectification. It has paid £200 compensation. In all of the circumstances here I am satisfied that is fair and reasonable.

Policy – having a claim declined does not mean a premium shouldn't be charged/paid. As UKI has fairly declined the claim it is up to Mr R to repair his car and ensure he complies with the policy.

### **My final decision**

For the reasons set out above, I don't make any award against U K Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or

reject my decision before 6 March 2026.

Fiona Robinson  
**Ombudsman**