

The complaint

Mr R has complained about the way UK Insurance Limited trading as Darwin (UKI) handled a claim he made on his motor insurance policy.

What happened

In August 2025, Mr R was involved in a motor accident and made a claim on his policy with UKI. In September 2025, UKI decided they didn't have enough evidence to defend the claim in court – and said it's likely they would settle the claim on a 50% split liability (50/50).

Mr R thought the other party was at fault and complained about UKI's decision. He didn't think UKI had done enough to establish liability. He also complained about having to make two trips to return his vehicle to UKI's approved repairer because of poor workmanship. UKI didn't change their position on liability, saying there wasn't conclusive evidence to support Mr R's version of events. They did agree they didn't request dash-cam from the third-party in a timely manner and that repairs to Mr R's vehicle were initially poor – and awarded £375 compensation to try to put things right.

After Mr R referred his complaint to this Service, UKI confirmed they would be settling the claim as 50/50. An Investigator looked into what happened. They thought UKI should have acted more quickly when requesting dashcam footage, but even if they had, the third-party still likely wouldn't have shared it – and that it wasn't unreasonable to agree to a 50/50 liability split based on the evidence available.

Mr R disagreed. He said he wants UKI to reconsider liability or to mark the claim as 'non-fault' on relevant databases and compensation of between £1,000 and £1,500. 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.

As ours is an informal service, I'm not going to comment on every point or piece of evidence Mr R and UKI sent us. Instead, I've focused on what I consider to be key or central to the complaint. But I'd like to reassure both that I have considered everything submitted.

It isn't the role of this Service to decide liability – that's a matter for the courts. We do, however, look to see that insurers have acted in a fair and reasonable way. The policy, like most motor insurance policies, says UKI can take over and carry out the negotiation, defence or settlement of any claim in Mr R's name. This means they can make a claim decision he disagrees with but must act reasonably when doing so. The policy also allows UKI to take proceedings in Mr R's name. It's their choice to do so, but court proceedings can be expensive, so insurers will usually consider whether it's likely they will recover costs from the other party involved before pursuing them through the courts.

At the beginning of the claim UKI felt, based on what they had from Mr R, there likely wasn't

enough to pursue costs from the other party. Mr R told UKI the third-party had dashcam footage and that there were CCTV cameras who – and UKI agreed to request that footage.

UKI passed on Mr R's version of events to the third-party insurer – this was that Mr R's vehicle was stationary on a narrow lane when the third-party came from the opposite side and hit his vehicle. The third-party insurer responded that the third-party's version of events was that they were approaching a left-hand bend while Mr R was approaching the bend from the other side – and they collided on the bend. They said Mr R stated he was stationary but if he can't prove it then they would dismiss it as the third-party said both vehicles were travelling – and that the damage didn't support either version of events.

UKI asked the council for CCTV footage of what happened. The council replied that unfortunately the cameras at the location of the accident were offline, so they had no footage available to assist UKI with their investigation. They showed the third-party insurer the images Mr R provided of the third-party's vehicle's dashcam and asked them to supply the footage. The third-party insurer replied that the third-party confirmed they did have a dashcam, but unfortunately it didn't capture the accident.

Mr R says he made it clear to UKI the third-party's vehicle was fitted with a dashcam and that the footage would be critical in establishing liability. And that, because of the delays in requesting the footage, UKI caused a loss of opportunity to obtain the footage. Mr R insisted the accident wasn't his fault. He said the third-party failed to give way to him and struck the side of his vehicle, which clearly indicates he was already established on the road when the collision occurred. And at the scene, the third party admitted liability, only to later retract this. He said the third-party failing provide the footage strongly suggests it doesn't support their account.

I've considered Mr R's comments including about how he thinks the damage in the photographs support what he said happened. But I'm satisfied Advantage have considered this and concluded, with only the photographs and testimonies, there isn't enough evidence to show one driver was at responsible for what happened. They concluded that, based on what they had, they would need to split liability.

It isn't in dispute that UKI delayed asking the third-party insurer for the dashcam footage. UKI should have asked for it much sooner, but I have to consider what would likely have happened if they did. When the third-party insurer requested the dashcam footage from the third-party, they answered that the dashcam didn't capture the accident. There doesn't seem to be any indication footage was deleted, and I don't think the third-party likely would have answered any differently had they been asked sooner. Based on this, I still think it's likely UKI would have agreed to settle the claim as 50/50.

Ultimately, I'm persuaded by UKI's reasoning as to why settling the claim as 50/50 is a fair one and one they're entitled to take. So I won't be asking them to change the outcome of the claim.

Despite this, UKI didn't take action when they should have, and this has had an impact on Mr R. The accident happened in late August 2025, UKI wrote to the local council to ask for the CCTV footage just over three weeks later and didn't request the dashcam for around four and a half weeks. So, I appreciate why Mr R thought this had affected the outcome of his claim – and why this would have been particularly distressing. It also isn't in dispute that UKI's repairer needed to rectify issues with Mr R's vehicle's paintwork and bodywork after Mr R found they had carried out poor workmanship. From what I understand, UKI have fixed the remaining issues – and they acknowledged Mr R having to return to the repairer will have caused him additional unnecessary distress and inconvenience.

UKI have paid Mr R £375 in compensation for what happened and Mr R feels this isn't enough. Considering I don't think it was unfair for them to agree to a 50/50 split on liability, the impact on Mr R is limited to his distress caused by them not requesting the footage when they said they would, and the distress and inconvenience caused by the faulty repairs.

I've considered what Mr R has said about how UKI's mistakes have affected him, including how he suffers from anxiety and had to take some time off work because of exhaustion. £375 is in the region of what I would expect an insurer to pay if the impact of their mistakes has caused considerable distress, upset and worry and significant inconvenience and disruption that needs a lot of effort to sort out. I appreciate Mr R will be disappointed, but I think this applies here, so I won't be directing UKI to pay more to put things right.

My final decision

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 May 2026.

Andrew Wakatsuki-Robinson
Ombudsman