

## **The complaint**

Mrs B complains U K Insurance Limited trading as Darwin (UKI) didn't complete all the required repairs to her car after she made a claim on her motor insurance policy.

UKI are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As UKI have accepted it is accountable for the actions of the intermediary, in my decision, any reference to UKI includes the actions of the intermediary.

## **What happened**

In early September 2025 Mrs B made a claim on her motor insurance policy after an accident in which a third-party collided into the rear of her car. Damage was found to the bumper, and this was repaired by UKI's approved repairer.

After the car repairs were completed and the car had been returned to Mrs B, a fault code appeared on the dashboard. The car was taken back by the repairer who diagnosed a fault and made the required repairs.

When the car was returned to Mrs B a second time she said there was still an engine management warning light on, so it was taken back again and was inspected by a specialist, who concluded the fault wasn't accident related. Therefore UKI didn't cover this as part of Mrs B's claim.

Because Mrs B was not happy with UKI, she brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and they were persuaded the evidence that UKI provided from a technical perspective showed the fault likely wasn't caused by the accident, or by the repairs carried out. Plus, there was evidence of the fault code being present in February 2024, which suggested the fault was pre-existing to the September 2025 accident. They didn't think UKI acted unfairly by not agreeing to repair this fault.

As Mrs B is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

When looking at complaints relating to claims for damage to a vehicle, our service can't determine how the damage occurred. Instead what we look at is the information the insurance company relied on to make its decision.

In this case Mrs B says the fault remaining on her car was caused in the accident in September 2025. However UKI said it wasn't related to the accident and therefore wouldn't cover any repairs to fix it.

Mrs B found the engine management warning light issue when the car was initially returned to her after repairs were carried out by the approved repairer. On its return to the repairer a fault with a sensor in the cooling system was diagnosed. This was replaced, the fault was cleared, and the car returned to Mrs B a second time. However, Mrs B said there was still an engine management warning light and there was an issue with the running of the car.

I saw the car was returned a second time. An issue was found with a control pump, and some wires were found to have become brittle. The car was inspected by a specialist who looked into the running issue. It found an active fault code that related to an engine oil valve. Research found this was quite a common problem and likely to be a wiring issue from inside the sump where the oil pump is located. It concluded it was unlikely this issue was caused by a collision. Evidence of the same fault code being recorded in early 2024, when previous claim repairs were carried out was also provided. The approved repairer said this was an intermittent fault which would only deteriorate. It advised Mrs B that she could take the car to a dealership herself and if they could confirm the remaining fault was accident related then it would cover it.

Mrs B didn't take the car for an independent review as she felt this was an unfair procedural barrier and it was after repairs had been undertaken. She said the car was operating normally prior to the accident and the loss of functionality and warning indicator arose only after the September 2025 incident. She didn't dispute the fault was recorded in February 2024, but said the car had returned to normal service and there was no evidence the fault remained active.

UKI concluded the problem could not be related to the accident as it was a historic fault and was not accident related. I have considered the points Mrs B has made in which she thinks the damage was caused by the accident, however they're not supported by any expert substantiation, and we normally give the greatest weight to independent expert reports. I haven't been provided with any evidence of the fault being linked to the accident from September 2025.

After considering all the evidence provided, I am satisfied that UKI made a fair decision to decline to cover for repairs for this fault.

I recognise Mrs B will have been frustrated and inconvenienced because her car had to go back to UKI's approved repairer. I saw UKI acknowledged this and paid her £100 for the inconvenience of going back twice. I think this is a fair and reasonable offer.

Therefore, although I understand Mrs B will be disappointed, I don't uphold her complaint and don't require UKI to do anything further in this case.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 18 February 2026.

Sally-Ann Harding  
**Ombudsman**