

## **complaint**

Mr S complains that UK Insurance Limited (UKI) has withdrawn an offer to pay compensation after it had dealt with a motor insurance claim.

## **background**

I sent the parties a provisional decision which said I didn't think Mr S's complaint should be upheld.

I set the background out more fully in my earlier decision. Briefly, Mr S was involved in a car accident in 2009 and as a result ended up with a County Court Judgement (CCJ) against him, which UKI didn't know about. He complained to the other driver's insurer in 2011 and was given a letter which confirmed payment had been received in time. He was told he could use the letter to apply to the court for 'satisfaction' of the CCJ. But Mr S didn't do this.

Much later, in 2015, Mr S complained to UKI that he still had the CCJ against him. He said he wanted a fairly substantial amount of money as compensation as he said he'd lost jobs as a result of having the CCJ. UKI offered £750 but asked for proof of the losses he was claiming.

Mr S sent one letter to UKI, which claimed to be from Mr S's 'previous employer'. It said Mr S had lost his job due to the CCJ. UKI called the company and spoke with a person who was named as the author of the letter. But that person said he'd only sent Mr S an email with his start and end employment dates. He told UKI the company let Mr S go as he hadn't passed probation.

UKI told Mr S that it believed he'd sent a false letter claiming to have lost a job because of the CCJ. And as he'd done so to make a financial gain UKI wouldn't pay him any money.

An adjudicator said UKI should pay a minimum of £750 compensation. UKI disagreed and asked for an ombudsman to review things.

I said UKI had paid the money it was supposed to in time and had no reason to believe a CCJ had been made against Mr S. I looked at UKI's withdrawal of compensation; I thought it was reasonable for UKI to ask Mr S to prove the losses he said he'd suffered as a result of the CCJ. And then I considered whether it was reasonable for UKI to conclude that Mr S had knowingly sent incorrect information to justify his request for more compensation. I thought it was reasonable for UKI to believe the previous employer's letter wasn't genuine. So, in all the circumstances I said it was fair that UKI reviewed its position on compensation as Mr S had refused the original offer. And it was fair for UKI to make no offer at all.

## **my findings**

I've reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

UKI said it accepted my provisional but Mr S didn't think it was fair – he didn't expand on this point.

Having looked at everything again I'm not making a different decision. UKI made Mr S an offer which he refused, as he was entitled to. He wanted much more money and provided information to support his 'claim'. Given all the information and enquiries UKI made it was reasonable for it to believe Mr S had knowingly sent incorrect information. And based on this, UKI refused to offer anything. I think that was fair and reasonable.

**my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 April 2016.

Sean Hamilton  
**ombudsman**