

The complaint

Mr D has complained about his car insurer U K Insurance Limited (UKI) regarding a claim for damage to a third-party car. Mr D believes UKI repaired damage which he had not caused.

What happened

Mr D was driving his car in May 2023. His foot slipped and his car went into a car in front of him. He says it was a low speed and low impact crash, which caused limited damage to his own car (a cracked number plate). Mr D did not make a claim for the damage to his car. The third-party owner of the other car claimed against Mr D's policy.

The third-party's car was taken to one of UKI's garages for repair. Mr D was concerned that the third-party was claiming for damage he had not caused. Specifically a vertical, half-cylindrical dent on the tailgate. UKI asked the garage for an opinion on the damage it was seeing. It said damage in that area seemed fresh. It said it couldn't be sure there was damage present which pre-existed the crash. UKI noted a number of scrapes in that area. UKI didn't feel it could successfully dispute the extent of repairs and the rear of the third-party's car was repaired.

Mr D felt UKI had acted unfairly. He said it was clear his car could not possibly have caused the vertical dent. He said UKI should have examined his car too to confirm this, and also noted there was no paint transfer from his car on the third-party's. He said UKI should treat the third-party as a fraudulent claimant. He said settling the claim had impacted his no claims bonus, which would likely affect his premiums in the future. Mr D complained to the Financial Ombudsman Service.

Our Investigator felt UKI had assessed the situation fairly and reasonably. So he wasn't minded to uphold the complaint.

Mr D was unhappy with that outcome. He reiterated his concerns about the damage, concluding it was inconceivable, with his car suffering only a cracked numberplate, that the other car could have been so substantially damaged. He said the logic of his argument is irrefutable. Mr D said it was important that there is no evidence that he caused the damage in question. He said he is still prepared to have his car examined. Mr D said a collision causing no damage to either vehicle should not result in any impact on any insurance. 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.

I appreciate this is a frustrating circumstance for Mr D. I can assure him that I've reviewed the photos of the cars. I can see that he strongly believes both that he did not cause this damage and that this is not just a view but a fact which is (or should be) clearly evident.

I can see that he thinks that UKI has not done enough to defend him as its policyholder. It is true that UKI could have instructed an engineer to compare both cars and the damage sustained. And the engineer's view might then have enabled UKI to challenge some or possibly all of the damage to the third-party car. But an insurer has to deal with claims reasonably. And what is reasonable will heavily depend on the circumstances and available evidence in each case.

Here I note that UKI consulted with the garage which had the third-party car for repair. The garage noted that all the damage on the tailgate was fresh. An expert opinion like that carries weight. It would likely be difficult to argue that the damage in question was unrelated to the accident if it seemed like it had not been there for long. The garage also considered that damage in that area was consistent with the accident circumstances.

Mr D clearly accepts that his car, due to his actions, impacted the third-party's car. So he has had an incident for which he is at fault. Even if that only caused a few scrapes to the other car – and UKI noted scrapes in addition to the vertical dent – they would require repair and that would become a fault claim against him. Having a fault claim will impact a policyholder. The cost of that fault claim will be less likely to impact matters. But seeking to challenge the extent of repairs, instructing experts and prolonging a claim would have a cost impact on UKI. So all of that had to be taken into account and balanced when considering if it was fair and reasonable for UKI to complete the repairs.

I think that, overall, UKI's decision was made in a measured way. It did not just ignore Mr D's concerns. It considered them. It obtained an expert opinion from the garage, which had the car with it for repair, about the damage. And it only proceeded with the repair once it was satisfied it likely wouldn't be successful in doing anything less. I bear in mind that repairing any scrapes to the tailgate area might involve paint work, and such likely couldn't be properly completed with a dent in the area. So it's possible that UKI, in order to repair the more general scrapes would also have had to repair the dent.

I note Mr D is still prepared to have his car examined with a view to forensically determining if it could have caused damage to the third-party's car. He is free to undertake that enquiry if he wishes. If he does, he could send the results to UKI for consideration.

My final decision

I don't uphold this complaint. 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 D to accept or reject my decision before 19 January 2024.

Fiona Robinson
Ombudsman