

The complaint

Mr S, and Mrs S who acts as his representative, complain UKI Insurance Limited trading as Churchill Insurance (UKI) caused unnecessary delays when Mr S made a claim on his motor insurance policy.

References to Mr S or Mrs S, will include the other.

There are several parties and representatives of UKI involved throughout the complaint but for the purposes of this complaint I'm only going to refer to UKI.

What happened

Mr S was involved in a no-fault accident in his car whilst on his way to a holiday.

Mr S was able to drive the car to the holiday destination but was informed not to use it after that.

Mr S made a claim on his motor insurance policy. A hire car was requested so he could continue with the family holiday.

UKI accepted the claim and agreed he was entitled to a hire car. It organised for a hire car but there were delays in supplying one. It did not arrive until four days after Mr S had made his claim, despite initially being informed it would be two days earlier.

Mr S said the hire car provided was not the same size as his own car and that he had paid extra on his policy for a similar car to be provided. He said he struggled to fit all the luggage into the car provided, to make the return journey home.

After the repairs had been completed to his own car there were delays in getting it returned.

UKI accept it gave poor service and made a total compensation payment of £175 for both these delays.

As Mr and Mrs S were not happy with UKI they brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said UKI could've handled the claim better which would have mitigated Mr S's distress and inconvenience following the accident. They said an increase of £75 to make a total of £250 compensation is a fair offer to reflect this.

As UKI 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.

Hire car

Included in Mr S's motor insurance policy was "*Guaranteed Hire Car Plus*".

I looked at the terms and conditions of the policy and in section eight it says;

"About Guaranteed Hire Car Plus

We'll give you a hire car that's a similar physical size to yours if your car is damaged, in an incident, written off or stolen."

It also says;

We'll always try to provide you with a hire car that's a similar physical size to your car, but sometimes one may not be available. We cannot guarantee that your hire car will be the same as your car in terms of its size, type, value or status."

When Mr S made his claim, UKI said it could provide the hire car on 2 March 2022, but it was not delivered until 4 March 2022. UKI said this was due to a national shortage of hire vehicles being available.

The car provided was of the same luxury brand but was a smaller model. Mr S said as he was on holiday he struggled to get all the luggage in the hire car for the return journey home.

UKI have accepted there was a delay in supplying the hire car and have made consideration for this in its total compensation offer. Its offer did not include compensation for a smaller hire car being provided. It said it had provided a prestige car of the same brand.

Although I accept the policy states that sometimes there may not be a similar size car available, Mr S did pay extra for this cover, which he didn't get. And I have not seen any evidence of an alternative hire car being offered to Mr S that may better suit his requirements to fit all his luggage in.

Because the smaller car caused Mr S inconvenience in terms of his journey home from his holiday, I think an increase of £75 in the total compensation awarded is appropriate.

Return of repaired car

After the repairs to Mr S's car were completed it was agreed it would be returned on 18 April 2022. Mrs S waited in all day for the car to be delivered but it did not arrive and there was no notification as to the delay. Mrs S made a number of calls to UKI and it was finally delivered four days later on 22 April 2022.

UKI admitted the delay was its mistake as its agent had forgotten to organise its return.

Taking into consideration the two separate delays and additionally that Mr S was provided with a smaller hire car that did not meet his needs to return home without inconvenience, I think an increase in compensation is required in this case. The total compensation should be increased to a total of £250.

Therefore, I uphold Mr and Mrs S's complaint and I require UKI to pay Mr S a total of £250 compensation. This is an increase of £75.

My final decision

For the reasons I have given I uphold this complaint.

I require UKI Insurance Limited trading as Churchill Insurance to pay Mr S a further £75 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 November 2022.

Sally-Ann Harding
Ombudsman