

## **The complaint**

Mrs W has complained about the way her motor insurer, U K Insurance Limited ("UKI") dealt with her after she discovered there were errors in her policy documents.

## **What happened**

Mrs W had a motor insurance policy with UKI. Upon checking her account she said she discovered that UKI had noted down the wrong registration number for her car. She said she had to call several times for this to be rectified. In September 2022 a week after the policy was set up to renew she called to pay for it in full but UKI still took out what would have amounted to a monthly payment from her account by direct debit even though it had said that the direct debit had been cancelled. Mrs W also noticed that her protected no claims bonus (NCB) hadn't been selected on her documents so this also had to be rectified but it took several attempts.

UKI issued a final response letter in October 2022 upholding the complaint. It said the direct debit had gone live the day before Mrs W called in to pay in full and was therefore too late for it to be cancelled. It added that it had refunded the direct debit payment of £36.39 within about a week. And it said it had updated Mrs W's NCB and offered her £50 compensation for the inconvenience. It didn't agree to award a further £50, as requested by Mrs W, for the multiple calls she made.

UKI refunded the direct debit payment but didn't send the £50 compensation. Mrs W called UKI in late January to say she hadn't received the £50. And she also said her protected NCB was never added on. Around the same time Mrs W also tried to amend her details online as she had bought a new car which she was collecting a few days later. At that point she realised that her details were still incorrect from September. She called UKI who updated the details and marked her NCB as protected at no extra charge. Mrs W was charged £23.95 to update her new car details.

UKI then reopened the complaint and apologised for the non-payment of the £50 compensation. It agreed to refund the £23.95 charge for the new car and added a further £50 compensation. So in total it paid £123.95. Mrs W was still unhappy as her documents were showing her new registration before she had even picked the car up.

Mrs W then complained to the Financial Ombudsman Service. She said she had to call to update her details several times and felt like no one was listening to her. She also wasn't happy that her compensation wasn't paid initially. She said she wanted more of an acknowledgment of the mistakes UKI made and additional compensation.

One of our Investigators reviewed the complaint but didn't uphold it. She thought the compensation UKI offered was fair in the circumstances. Mrs W didn't agree and asked 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.

Having done so, with regret for the disappointment this may cause, I have decided not to uphold it.

UKI said the reason the direct debit was taken was because it went live the day before Mrs W decided to pay for the policy in full and it was too late for it to be cancelled. But a refund was issued a week or so later. I think that's fair and reasonable.

Mrs W has provided a screenshot of UKI's online portal which shows the wrong registration for her old car. But from what I have seen, the actual policy documents provided by UKI dated August and September 2022- so not the information on the portal- show the correct registration. So it seems the information was incorrect on the portal but not on the documents themselves. So, on balance, I think UKI had insured the correct car. So if Mrs W had been stopped by police for any reason, on balance, I think she would have been able to provide evidence from UKI that her car was insured.

Mrs W said that her documents showed her new car details before she picked her new car up- so they should have still showed her old car registration. But from what I have seen, the screenshot provided by Mrs W and also the policy documents issued by UKI show that the changes would only become effective from the date she was picking the car up. So I don't think UKI made an error in that respect. But I note that the same documents still showed her NCB as unprotected.

UKI accepted that it didn't pay the initial £50 compensation. It reopened the complaint and refunded the £23.95 for the change in car- though it erroneously said this was for the protected NCB- and paid a further £50 compensation. I also note that it updated the protected NCB at no extra charge. Overall, I appreciate that UKI had made some errors but I feel the compensation it has offered is in line what I would have awarded in similar circumstances. So I won't ask it to pay any more compensation.

I appreciate that Mrs W is frustrated with the way this was all dealt with by UKI- with the delay in her documents being updated and with the delay in compensation being issued to her. And I appreciate being under the impression that UKI had potentially insured the wrong car would have been stressful for Mrs W as, if that had been the case, this could have led to her being stopped for driving uninsured. But the matter is that, thankfully, Mrs W wasn't stopped for driving uninsured and the administration errors from UKI didn't lead to Mrs W being penalised in any way. I can't award compensation for what could have happened but for what did happen. And as I said above, in the circumstances, I think the actions UKI took to rectify matters and the compensation it paid were sufficient. So I won't be making any further awards against it.

### **My final decision**

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 11 July 2023.

Anastasia Serdari  
**Ombudsman**