

The complaint

Mr S is unhappy with UK Insurance Limited trading as Direct Line (UKI) because of the unclear information given to him when he wanted to add a temporary additional vehicle to his commercial motor policy.

Any reference to UKI includes all its agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute, so I'll focus on giving the reasons for my 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, I agree with the conclusions reached by the investigator for these reasons:

- Mr S's van needed repairs, so he contacted UKI through its 'chat' function and by telephone to find out if he could add a temporary van on his policy.
- On the evidence available, I'm satisfied that under Mr S's policy terms and conditions, he wasn't eligible for a courtesy van as the vehicle that he was insured for needed to have been damaged because of an accident, fire or theft. Or if it's stolen and not recovered. As his van needed emergency repairs, there was no cover for this under Mr S's policy for this.
- I've considered the communication Mr S had with UKI between 28 January 2023 and 30 January 2023. I can see there was some confusion and Mr S was led to believe initially that he would be able to add a temporary vehicle onto his policy. He was asked to contact the customer service team the following day. But that was a Sunday, and the telephone line was closed. Mr S then contacted the 'chat' function again and then was told he wouldn't be able to add the van on the policy on a temporary basis.
- Having considered the communication, I think Mr S was provided unclear information and UKI didn't manage his expectations as well as it could have. Had UKI done this on 28 January 2023, the confusion and inconvenience caused could have been avoided.
- Mr S experienced delay in getting the temporary vehicle insured elsewhere and unnecessary frustration and inconvenience.
- Taking everything into account, I'm satisfied therefore that £75 is a fair and reasonable amount of compensation for the delay Mr S experienced and for the inconvenience caused to him.

For these reasons, I uphold Mr S's complaint.

Putting things right

I order UKI to pay Mr S £75 compensation within 28 days from the date we tell it Mr S has accepted my final decision.

My final decision

My final decision is that I uphold Mr S's complaint about U K Insurance Limited trading as Direct Line.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 29 June 2023.

Nimisha Radia
Ombudsman