

The complaint

Miss B complained about U K Insurance Limited's handling of her claim under her motor insurance policy.

What happened

After Miss B's car was broken into, and its windscreens had been smashed, Miss B reported it to UKI. She said UKI treated her situation as a windscreen-only claim and arranged for their approved windscreen repairers to repair the windows. But she said UKI didn't assess her claim properly or advise her of her options as regards making a wider claim under the policy. She thought that if they'd done that, she could have made a claim for her missing sunglasses and other damage, and she'd also have been entitled to a hire car while her car was waiting to have its windscreens repaired. As it was, she wasn't entitled to a hire car during a windscreen-only repair.

Miss B felt she'd had to wait too long for the windscreen repair and because UKI wouldn't give her a hire car, she was without her car for almost two weeks. Because her child's car seat and pram were still in the car and UKI wouldn't help her get them back, she was stranded at home for that time, and was unable to go to work, take her child to day care or to go food shopping. She said that UKI's customer service was poor, and she couldn't get through to them because of their long call waiting times, and they failed to communicate with her, transferred her from one department to another, and didn't have managers call her back despite their promises.

She said that UKI didn't return her car after they'd fixed its windscreens and she had to take a taxi to collect it instead. And she also complained that the windscreen repairers didn't clean up all the glass from her car but left debris which was dangerous for her child. She wanted UKI to apologise, refund her policy premium, fix her car's interior, clean it properly, refund her for her sunglasses and compensate her for the stress and inconvenience she said she'd experienced.

UKI partly upheld her complaint to them. They didn't accept all of her complaints, but they did acknowledge that there'd been some customer service failings on their part, around their phone contact and communication with her and her collecting her car back herself. So they offered Miss B £250 compensation for these. They also said that they were happy to deal with her claim for her sunglasses and an additional damage, subject to her paying her policy excess of £350. But Miss B said she'd already paid a policy excess of £75 for the windscreen claim and didn't think she should have to pay any more.

I know that Miss B was also unhappy with the way UKI handled her complaint, but we don't investigate the manner of complaint handling itself, only with how UKI dealt with her claim.

The investigator didn't recommend that her complaint should be upheld. He thought UKI had acted in line with their policy terms and that the £250 compensation UKI paid her was reasonable. Miss B didn't agree and so I was asked to decide.

I issued a provisional decision on 13 March partly upholding her complaint. UKI accepted that decision, but Miss B wanted something further. I deal with her comments below. In my provisional decision I said as follows:

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

Miss B was unhappy with UKI's service around the windscreen repair. She said they took too long to arrange it and treated it simply as a windscreen damage claim only, not a wider repair claim under her policy.

UKI's windscreen repairers couldn't repair the windscreens at Miss B's home because her car's manufacturer's requirements meant they had to do a calibration, which could only be done at their repair centre. Because her car was unsecure, UKI collected her car and took it to a depot to keep it safe until the repair appointment. This was about 5 June but the repair appointment wasn't until about 13 June.

Miss B said when they took her car away, she was under the impression that it would be repaired that day, as UKI would get an emergency appointment with the repairers. She'd left her child's car seat and pram in it. UKI denied having told Miss B that they could get an emergency appointment with the repairers, as that wasn't within their control, although they did ask the repairers if they could try to give an earlier appointment. UKI said that when they collected her car the repairers had already confirmed the 13 June appointment date to Miss B in an email so she should have known her car would be gone until at least then and so should have taken her belongings from it. But given that UKI say this email was at 1.17pm and UKI collected her car at around 2pm I don't think it was reasonable for Miss B to have seen that and act on it so quickly.

So it turned out that her car would be gone longer than she expected. She said that UKI wouldn't give her a hire car and didn't know where her own car was and didn't help her get those essential items out of her car. She said she was worried about what had happened to her car.

And she's explained to us that because her child was too young to walk, she couldn't take her child out without a car seat or pram to day care or out for a walk, or even to the shops for food, and she had to rely on online grocery deliveries instead. She said this caused her great stress and inconvenience. And that as a single parent with no other means of transport she felt stranded and isolated.

UKI said her policy didn't entitle her to a hire car when it was a windscreen repair only. I've checked her policy and that's correct. Miss B hadn't told UKI then about any damage other than windscreen damage. Her car wasn't being repaired generally and so UKI didn't have to give her a hire car. Miss B said that she'd been told that in exceptional circumstances a hire car might be provided but she could not get through to UKI or get anyone at UKI to listen when she tried to explain her situation without her child's car seat and pram. However as I've said above, Miss B's policy didn't entitle her to a hire car and so I don't think it was unreasonable of UKI not to provide one.

UKI said that they didn't tell Miss B that her car would be only gone for a day. However they also didn't communicate to her how long it would be gone or where they'd taken it. If they had, Miss B would have known to take the car seat and pram out of her car beforehand. And once UKI had taken it to storage, UKI were responsible for it and I think it was unreasonable for them not to know where it was. That caused Miss B even more uncertainty and prevented her from trying to get the car seat and pram back from the car herself. That meant that not only did she not have her car, but she also had no other means of taking her

young child out, which I can see must have been stressful and isolating for her as a single parent.

And so I think UKI could have done more to communicate with UKI about what was happening with her car, to manage her expectations about the timescales, and to help her when she explained her difficulties being without her items. UKI have already accepted that their service was poor in that it they had long call waiting times, passed her from one department to another and didn't call her back. I think that their failure to communicate clearly with her, caused Miss B further distress and inconvenience and made things worse than necessary for her.

She also had to arrange for UKI to authorise getting her car from UKI's depot to the repairer on the 13th as when she checked that the repair was going ahead as scheduled, her car wasn't there as UKI hadn't organised it. She felt that she was doing UKI's job for them. Although Miss B has since mentioned that her car's dashboard was damaged, she hadn't shown UKI evidence of that. Glass debris won't count as a separate claim. But in any event, even if UKI had told UKI about other damage when she reported the incident, she would still have had to pay the £350 policy excess on top of the £75 windscreen excess to progress both claims. UKI were not obliged to deal with it all for £75. As Miss B doesn't want to pay it now, I can't assume she would have paid it then.

Miss B has also complained that windscreen repairers didn't clean up the glass properly, and that this was dangerous for her child. She's shown photos of the glass debris that she says is still there. UKI spoke to their repairers who said she hadn't reported an issue with it at the time, and UKI gave her the repairers number to complain to them direct about the quality of their work. I don't think that's unreasonable of UKI, as if Miss B didn't raise the matter with them at the time, they weren't given the chance to check it at the time, so I don't think it's fair to make them responsible for it now.

She also complained that UKI didn't return her car after the repair, and it was easier for her to pay for a taxi to go and collect it than to try to phone them about it. UKI admitted that if she had asked the about that they would likely have exercised their discretion to return it, but given her accepted issues with her contacting them, they agreed to pay her £50 compensation for this, making their total compensation £250.

Overall, I think that even if it wasn't UKI's fault that Miss B's child seat and pram was in her car, I still think that UKI could have done more to communicate how long it would be gone, and at least give her information which might have helped her get her essential items back. This caused her continuing uncertainty, stress and isolation.

I think that UKI acted unreasonably there and so caused her more distress and inconvenience than necessary. I don't think that their compensation reflects that. Taking these matters into account, I think that UKI should pay Miss B an additional £200 in addition to the compensation they have already paid her.

My provisional decision

For the reasons I've given above I partly uphold this complaint. I require U K Insurance Limited to pay Miss B an additional £200 in compensation for distress and inconvenience their actions have caused her."

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.

As I said above, UKI accepted my provisional decision, but Miss B still wanted UKI to pay to fix the dashboard which she said was damaged.

As part of my provisional decision, I did deal with the car dashboard issue. I noted that Miss B hadn't told UKI about any damage to her car's dashboard when she reported the incident, and she didn't afterwards show them evidence of that damage. Even if she had done those things, she would still have had to pay the £350 policy excess on top of the £75 windscreen excess to progress both claims. So I don't think it is fair to expect UKI to pay for the alleged dashboard damage. This means that I don't see any reason to depart from my provisional decision.

My final decision

For the reasons given above, my final decision is that I partly uphold the complaint and I require U K Insurance Limited **to do the following**:

- Pay Miss B an additional £200 for the distress and inconvenience they caused her.

U K Insurance Limited must pay the compensation within 28 days of the date on which we tell them Miss B accepts my final decision. If they pay later than they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 27 May 2024.



Rosslyn Scott
Ombudsman