

The complaint

Mr C complains about the service and communication provided by UK Insurance Limited (UKI) after he made a claim on his motor insurance policy.

What happened

Mr C and his family returned from a holiday to find that he had left his car's key abroad. He was at an airport car park many miles from his home. Mr C called UKI for assistance, but he said he was passed between it and other companies without action being taken. He wasn't provided with a hire car or told he was unlikely to be provided with one soon. He wasn't provided with recovery home by taxi or a recovery truck. And so he organised his own trip home, causing inconvenience to himself and his family, after four hours waiting.

UKI agree that it should have organised a hire car for Mr C after it had logged the claim, but it had delayed this by 1 hour and 40 minutes. It said it had correctly told Mr C that hire was subject to availability as it wouldn't know the supply available at the airport. And it wasn't responsible for the actions of the hire company or the recovery agent. But UKI apologised for its initial error and it paid Mr C £150 compensation for the trouble and upset caused. Mr C remained unhappy and brought his complaint to us.

Our Investigator didn't recommend that the complaint should be upheld. She thought UKI's compensation for the trouble and upset caused by its initial mistake was fair and reasonable. She thought Mr C should complain to the other companies involved if he remained unhappy with their levels of service.

Mr C replied asking for an Ombudsman's review, so his complaint has come to me for a final decision. He said UKI had not provided a resolution to his claim at the time. He said £150 would cover his out of pocket expenses. But he thought UKI should increase the compensation to £300 to take into account his trouble and upset.

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 was sorry to hear about Mr C's experience. I can understand that it must have been very stressful and uncomfortable for him and his family to have to wait at the airport car park for so long without knowing how they were to get home.

Our Investigator has already explained that the actions of the hire company and the recovery company are out with this complaint as they weren't acting as agents of UKI. UKI has told us that it has passed Mr C's concerns about their levels of service to them for investigation. My focus here is on UKI's level of service and communication after Mr C made his claim.

UKI has agreed that it made an error when Mr C initially logged his claim. It said it should then have offered him a hire car, with a warning that it would be subject to availability. But it didn't. Instead, it tried to look for alternatives, a locksmith or a taxi, before it transferred Mr C to a recovery agent.

But the error was identified, and a hire car request was submitted one hour and forty minutes later, and UKI told Mr C it couldn't guarantee a hire car would be provided that day. And so I think UKI did what it was required to do to try and resolve the claim. But Mr C then arranged his own recovery.

When a business makes a mistake, as UKI accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

I don't know what happened to the claim after Mr C returned home. I can see that he was concerned about where his car was, and he had told UKI that he had the spare key. And as UKI didn't recover its outlay, it recorded the claim as a fault on Mr C's record. But UKI's response to Mr C's complaint doesn't mention any further concerns were raised, so I can't consider this further here.

Mr C said if he'd been better advised when he first logged the claim for loss of keys, then he would have made alternative arrangements then and so avoided the wait in the car park. So he would have incurred the alternative travel costs in any event. And so I can't reasonably say that UKI needs to reimburse these to restore his position.

But UKI's poor advice led to a delay of one hour and forty minutes in the claim. And I think this caused Mr C a loss of expectation, and avoidable trouble and upset. He's explained that this left him and his family with uncertainty and a level of discomfort. UKI paid Mr S £150 compensation for this. I'm satisfied that this is in keeping with our published guidance for the impact the error had. And so I don't require UKI to increase this.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 15 January 2025.

Phillip Berechree
Ombudsman