

The complaint

Miss J complains about how U K Insurance Limited (UKI) handled a claim under her motor insurance policy, including a lack of contact and being asked for evidence on several occasions.

References to UKI in this decision include their agents.

What happened

In May 2024 Miss J was involved in a collision with a third party vehicle, which hit the rear of her vehicle, causing scratches to the bumper. Miss J contacted UKI to tell them about the accident. UKI subsequently arranged for repairs to her vehicle through one of their approved repairers, but Miss J had already had the repairs done. Miss J also provided details of the incident, including the third party, as well as images of her vehicle showing the damage.

UKI progressed a claim for the incident. Part of this involved asking Miss J for a copy of any engineer report or repair invoice for the damage to her vehicle's bumper, as the third-party insurer had said the third party had denied there was any contact with Miss J's vehicle. In the message asking for the information, UKI asked Miss J to respond within seven days if she had the information, or whether she was going to continue with her claim.

Miss J was also unhappy at other aspects of how UKI handled her claim, including asking for evidence she'd already supplied several times, as well as a lack of communication and response to emails she'd sent. So, she complained to UKI.

In their first final response, issued in September 2024, UKI partly upheld the complaint. They said their Claims Department had asked Miss J for evidence requested by the third-party insurer. But UKI accepted Miss J had already supplied some of the evidence on multiple occasions. UKI also accepted there had been multiple emails from Miss J to which UKI hadn't responded within the 10 day period within which UKI aimed to respond. On the email from UKI asking for evidence within seven days, UKI said the request was for a repair invoice, which was from a garage that was one of UKI's approved repairers. So, UKI should have obtained the information directly from the garage, not through Miss J. In recognition of their upholding the complaint, UKI issued £150 compensation to Miss J.

Miss J wasn't happy with UKI's response and compensation, saying it had been four months since the incident and the claim still hadn't been resolved. Given the stress and inconvenience she'd suffered, she didn't think £150 was sufficient compensation. UKI considered the concerns raised by Miss J and issued a second final response in which they awarded a further £100 compensation.

Miss J made a further complaint about being asked by UKI for any available evidence (CCTV, dashcam footage, witness of police report). But she'd already told UKI about what happened. UKI upheld the further complaint, acknowledging Miss J had already been asked for this evidence. UKI issued a third final response in which they awarded a further £150 compensation, making a total of £400 across the three complaints she'd raised.

Miss J then complained to this Service. She was unhappy at how UKI handled her claim, including being asked to re-send the same documentation several times and being told her claim would be closed within seven days if she didn't send a document. She'd spent time chasing her claim and receiving no responses from UKI and the claim still wasn't resolved. She'd incurred cost estimating how much the damage to her vehicle would cost to repair. She wanted UKI to refund the £587.13 premium she'd paid for her policy.

Our investigator didn't uphold the complaint, concluding UKI didn't need to take any action. She thought UKI had accepted their service had fallen short in several respects, as set out in their successive final responses. Considering what had happened, the investigator thought the total of £400 compensation awarded by UKI was fair and reasonable, in line with the published guidance from this Service on awards for distress and inconvenience.

Miss J disagreed with the investigator's view and asked that an ombudsman consider the complaint. She said while UKI paid her £400 compensation, she'd paid a total of £537.27 in premiums for the policy, which she thought she should be reimbursed because UKI hadn't provided the service they should under the policy. She also provided further evidence of UKI continuing to ask for the same information she'd already provided.

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.

My role here is to decide whether UKI have acted fairly towards Miss J.

Within Miss J's complaint, there are several aspects. These include being asked for the same information multiple times; being asked for an engineer's report and repair invoice and a lack of communication from UKI. UKI accept shortcomings in relation to all these aspects, upholding the complaints made by Miss J and awarding a total of £400 compensation.

Looking at the evidence and information available, I agree that the service provided by UKI fell short of the standards Miss J should have expected. That's even allowing for the inherent time, stress and inconvenience involved in making a claim following an accident.

UKI's claim notes include a timeline of communications with Miss J, which show she supplied information requested multiple times, including a description of the circumstances of the accident and images of the damage to her vehicle. Matters were complicated by the third party appearing to deny involvement and the third-party insurer asking for evidence and information, which will have complicated matters with the claim – although I can't hold UKI responsible for the actions of the third party and the third-party insurer.

The claim notes also indicate, as UKI accept, that their target of responding to emails from Miss J (10 days) wasn't always met (UKI recognise two occasions the target wasn't met), causing stress and inconvenience to Miss J.

On the specific issue of being asked for an engineer's report and repair invoice, UKI accept that as Miss J had her vehicle repaired at one of their approved repairers, they should have had access to this information directly from the repairer. So, they shouldn't have needed to ask Miss J for the same information directly (and giving her seven days to respond).

I can also see, on the third complaint from Miss J to UKI about being asked for CCTV, dashcam and other evidence that she'd already told UKI about this not being available and she'd enquired about CCTV with the relevant authorities (being told there wasn't any in the

location of the accident and that in any event CCTV footage wasn't provided to members of the public, only to the police as part of any enquiry they might make).

So, I've concluded UKI haven't acted fairly towards Miss J.

Having reached this conclusion, I've considered what UKI should do to put things right. They've awarded a total of £400 compensation for the shortcomings in the service they've provided to Miss J. I've considered this sum in the context of the circumstances of the case and the published guidelines on awards for distress and inconvenience from this Service. £400 lies within the category we consider to be cases where the impact of a business's mistake(s) has caused considerable distress, upset and worry and/or significant inconvenience and disruption that needs a lot of extra effort to sort out. Typically the impact lasts over many weeks or months. I think this is in line with what's happened in this case, given the accident happened in May 2024 and UKI's responses to Miss J's complaints were issued in late-September and early October 2024 (this decision only covers the period up to UKI's most recent final response).

So, I've concluded UKI's award of £400 compensation is fair and reasonable and in line with what I would expect. So, I won't be asking them to make a further award.

Miss J says that UKI haven't provided the service they should have done under the policy, so they should also refund the premium she's paid for the policy. I don't agree. While there have been shortcomings in the service UKI have provided, which they accept, Miss J has been awarded compensation for the impact of those shortcomings, which I've concluded is fair and reasonable.

The nature of an insurance policy is that it is a contract under which the insurer, in exchange for the premiums paid, agrees to assess and cover claims made under the policy. This includes claims made by policyholders and any claims that may be made by a third party or a third-party insurer. In this case, this is what UKI have done, in accepting the claim from Miss J and dealing with the third party and the third-party insurer. They've indemnified Miss J under the terms of the policy, so it wouldn't be fair or reasonable to ask them to return the premiums paid by Miss J under the policy, so I won't be asking them to do so.

My final decision

For the reasons set out above, it's my final decision not to uphold Miss J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 27 March 2025.

Paul King
Ombudsman