

The complaint

Mr S complains about the service he received from U K Insurance Limited (“UKI”) after his leased vehicle was damaged in a non-fault accident.

Mr S is represented in this complaint by Mr M. To avoid any possible confusion when giving this decision, I’ll refer to anything said by Mr M as though it was said by Mr S.

What happened

Mr S leased a vehicle through a scheme which allows people with disabilities to use the benefits they get from their government-funded mobility allowance to access vehicles which suit their needs. The insurance for Mr S’s vehicle was provided by UKI. The provider of the lease agreement (“M”) was the policyholder and Mr S was a named driver for the leased vehicle.

In September 2024, Mr S was involved in an accident which wasn’t his fault. UKI instructed its supplier (“E”) to provide Mr S with a hire car. Mr S was unhappy that he wasn’t provided with an adapted vehicle that was suitable for his needs. He was also unhappy with some of the customer service he received from UKI. So, he raised complaints about these matters.

UKI said there was no like for like entitlement on the scheme. When a customer is involved in a non-fault accident, E is instructed to provide a similar sized vehicle. The make, model and seating could not be guaranteed. Mr S was not entitled to any hire car upgrades as this would be refused by the third party’s insurance company who would be paying the costs for the hire car.

UKI said there were two suppliers on the scheme who could provide vehicles with hand controls. But Mr S was on the do not rent list with both suppliers due to previous issues. This wasn’t something UKI could control. UKI was only able to offer Mr S two additional options, which were a payment for his loss of use or taxis. Mr S had declined both.

UKI apologised for some upset caused in telephone calls and offered Mr S £100 compensation.

Mr S remained unhappy and asked the Financial Ombudsman Service to consider his complaint.

Our investigator thought UKI’s actions in relation to the hire car were reasonable. And UKI’s offer to pay Mr S £100 compensation for customer service issues was fair.

Mr S disagreed with our investigator’s outcome. He said it contained significant factual errors and didn’t consider his entire complaint. He said UKI’s refusal to explore the option of getting him an adapted vehicle through a one-off agreement with a different company showed a lack of flexibility and consideration for his needs as a disabled customer. He said this failure and the communication barriers UKI imposed violated UKI’s obligations under the Equality Act 2010 to make reasonable adjustments for disabled customers. So, the complaint has been passed to me to decide.

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, my conclusions are the same as our investigator's. I'll explain why.

Mr S has brought other complaints about UKI to our service. In this decision, I've considered the complaint points UKI's final response letter dated 30 October 2024 responded to.

I've considered everything Mr S has told our service, but my findings will be about what I believe is the crux of his complaint. I want to reassure Mr S I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy to Mr S. We are an informal dispute resolution service, and this is how we work.

Hire car

Mr S's motor insurance policy didn't entitle him to a courtesy car. However, as the accident wasn't Mr S's fault, UKI instructed its suppliers to provide Mr S with a hire car with the intention of claiming costs back from the third-party insurer.

I understand Mr S was able to drive the hire car he was given. But driving it caused Mr S pain because it didn't have hand controls. UKI says its hire car supplier (E) outsources to its adapted vehicle hire partner (P) when a customer requires specific adaptations. But E wasn't able to do this in Mr S's case because Mrs S was on a 'do not rent' list with P.

Having reviewed all the information available to me, I'm satisfied this was the situation. I appreciate Mr S believes UKI should have found him an adapted vehicle from a different company. However, the terms of the policy meant UKI didn't have to provide a hire car at all. So, it wouldn't be reasonable to expect UKI to provide an adapted vehicle from an alternative supplier.

UKI offered Mr S some other options such as pre-paid taxis or loss of use payments. I appreciate Mr S didn't believe these options would give him the flexibility he needed. But remembering that the cost of alternative transport was an uninsured loss, UKI did all I'd reasonably expect it to do to help Mr S here.

Customer service

Mr S says UKI didn't provide him with some generic information he'd asked for before his vehicle was declared a total loss. I understand this was to do with the hire support offered by the scheme. UKI says it wouldn't provide this information until after a file is fully reviewed. This is because there are many variations about what might happen, including ongoing hire support. So, until the file was reviewed it didn't know what would happen, and it wouldn't be right to mislead Mr S if it gave him the wrong information.

I understand Mr S received the information he needed after the vehicle was declared a total loss. He has complained about the time it took for the vehicle to be written off. But this happened less than two weeks after the claim was made. So, I'm not persuaded there was a delay here.

Mr S also raised concerns about how UKI communicated with him in several phone calls. Mr S says UKI's agents didn't listen to his specific requirements or prove they understood his situation.

I appreciate the conversations Mr S had with UKI were frustrating for him. However, having listened to some of the calls, it seems some of his frustration was because UKI wouldn't agree to provide him with an adapted car. Mr S was also unhappy with the time a call handler took to help him. On one occasion a complaints handler called Mr S but when he answered, he didn't speak to him. And on another occasion Mr S thought the complaints handler was breathing heavily down the line.

UKI says its call handlers sometimes need to check information before giving it to customers to ensure the correct advice is given. But it has apologised for the handler being unable to help Mr S.

UKI says it couldn't trace the call where the complaint handler called but didn't speak to Mr S. It believes Mr S when he says he received a call, but unfortunately it can't say for definite what happened. It has apologised for any upset or inconvenience caused to Mr S.

I have listened to the call where Mr S said the complaints handler was breathing heavily. I can hear a whooshing noise throughout the call, which I accept might have been distracting for Mr S. However, UKI says this was an issue with the call handler's headset that has now been fixed and UKI has apologised for the upset caused.

UKI has offered Mr S £100 as an apology for poor service. I'm satisfied this fairly compensated Mr S for the distress and inconvenience he experienced from these customer service issues. So, I'm not persuaded that UKI needs to pay any additional compensation.

Equality Act 2010

Mr S has complained that UKI failed its duty to make reasonable adjustments under the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr S wants a decision that UKI has breached the Equality Act 2010, then he would need to go to Court.

I appreciate Mr S thinks UKI should have sourced an appropriately adapted vehicle for him because of his disability. But I've already explained why the steps UKI took to try to assist Mr S were reasonable. I'm satisfied it did consider Mr S's disability when it tried to source him a hire car. Unfortunately, it couldn't do so through its suppliers.

I'm aware that Mr S is also unhappy that UKI will no longer speak to him over the phone. But this issue was complained about after UKI's final response of 30 October 2024. So, I'm not responding to this issue in my decision.

I understand this has been a difficult situation for Mr S who didn't have an adapted vehicle following the accident. While I empathise with Mr S, I think the amount UKI offered him to resolve the issues in this complaint is fair and reasonable.

Putting things right

UKI should pay Mr S £100 for distress and inconvenience.

My final decision

U K Insurance Limited has already made an offer to pay Mr S £100 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that U K Insurance Limited should pay Mr S £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 April 2025.

Anne Muscroft
Ombudsman