

The complaint

Ms G complains about how U K Insurance Limited dealt with a claim against a motor insurance policy. Reference to UKI includes its agents.

What happened

Ms G hires a car through a mobility scheme and has the benefit of car insurance underwritten by UKI. In November 2024, Ms G was involved in an accident whilst driving and made a claim against the policy. UKI arranged repairs of the car and in mid December 2024, UKI's authorised repairer provided Ms G with a courtesy car.

In January 2025, Ms G complained to UKI's authorised repairer about there being no windscreen wash in the courtesy car when it was provided to her. The authorised repairer said it would reimburse the costs Ms G incurred in getting someone to fill up the windscreen wash at a local dealership or car services retailer. Ms G said she didn't want to drive the courtesy car without windscreen wash.

Ms G then complained to UKI. She said when she'd been given the courtesy car, the windscreen wash reservoir was empty. Ms G said she was distressed to discover she'd been driving a car without windscreen wash, as that's illegal. She said she'd been put in a dangerous position when attending an appointment, as she had poor visibility. Ms G was worried to think that she might have been stopped by the police and been fined or had an endorsement on her licence. She was also worried about being stopped by the police if she continued to drive the car. Ms G said she couldn't replenish the windscreen wash herself and had no family nearby to assist her. She asked UKI to refill the windscreen wash or to provide her with another courtesy car.

UKI said it was Ms G's responsibility to carry out basic maintenance tasks, such as refilling the windscreen wash. It said, given the distance involved, it wasn't feasible for its authorised repairer to travel to Ms G's home in order to carry out this task. UKI recommended Ms G ask a neighbour, friend or someone else for help. Whilst it didn't uphold Ms G's complaint, UKI sent Ms G £25 to cover the cost of windscreen wash, as a gesture of goodwill. Ms G didn't think that was fair and pursued her complaint.

One of our Investigators looked at what had happened. He didn't think UKI had acted unreasonably. The Investigator said UKI offered Ms G options to aid her in replacing the windscreen wash, which he thought were fair. He didn't think it was necessary for Ms G to drive the car without windscreen wash to resolve the matter.

Ms G didn't agree with the Investigator. She said she's vulnerable and UKI failed to supply her with a roadworthy car. Ms G said UKI had encouraged her to drive without windscreen wash in the car, which is illegal. She wants compensation for the alarm and distress and thinks UKI should be investigated by the police. Ms G says this matter has caused her considerable stress.

The Investigator considered what Ms G said but didn't change his view. Ms G asked that an Ombudsman consider her complaint, so it was passed to me to decide.

In this decision, I'm dealing with Ms G's complaint which led to UKI's final response of 31 January 2025. As the Investigator explained, if Ms G wishes to complain about UKI's request for payment of the excess due under the policy, she should raise the matter with UKI in the first instance. If Ms G isn't happy with UKI's response, she can refer the matter to this service.

My first provisional decision

On 10 April 2025, I sent the parties my first provisional decision in this case, in which I indicated I intended to uphold the complaint. I said, in summary:

- On balance, I accept what Ms G says about there being no windscreen wash in the courtesy car when it was delivered.
- The Road Vehicles (Construction and Use) Regulations 1986 require a car to have windscreen wash. In delivering a car without windscreen wash, UKI didn't comply with its obligation to provide Ms G with a replacement, as the car wasn't roadworthy.
- In some circumstances it may be reasonable for UKI to offer to reimburse the cost of the individual remedying the matter. But given what UKI knew about Ms G's personal circumstances and vulnerability – that she didn't want to drive the car without windscreen wash and didn't have anyone to help her - I don't think UKI's goodwill payment of £25 to cover the cost of windscreen wash is a fair and reasonable resolution of this complaint.
- Ms G suffered distress and significant inconvenience and disruption over several weeks. She was distressed to discover she'd been driving a car without windscreen wash. Ms G didn't have a roadworthy car, which meant either she couldn't go about her day to day life in her usual way or was at risk of penalty if the police stopped her whilst driving.
- In order to put things right, I proposed that UKI pay Ms G compensation of £325 in relation to her distress and inconvenience in addition to the payment of £25 it has already paid

Responses to my first provisional decision

UKI didn't accept my first provisional decision and said that the compensation I proposed was unfair. It repeated its comment that Ms G failed to raise her concerns until early January 2025. UKI provided further information and evidence as follows:

- It said Ms G has roadside assistance and didn't use it for assistance with the windscreen wash.
- It provided the Courtesy Car Indemnity Sheet Ms G signed when she returned the courtesy car on 18 February 2025, which indicated she drove 1,070 miles during the period 16 December 2024 to 18 February 2025. UKI said that showed Ms G did in fact use the courtesy car during the relevant period.

We asked Ms G to comment on UKI's response. Ms G said:

- She was unwell and didn't leave her home or use the courtesy car until early January 2025.

- On returning from a hospital appointment in early January 2025, she discovered the windscreen wash reservoir was empty, pulled over and used water in the car to clean the windscreen and continued her journey home. She didn't use the courtesy car again until 11 February 2025, when an individual assisted her in replacing the windscreen wash.
- It was for UKI to provide a road worthy vehicle and she's not aware that roadside assistance would offer help in replacing windscreen wash in any event.
- The mileage shown on the Courtesy Car Indemnity Sheet isn't accurate; it's considerably more than her usual mileage.
- She drove the courtesy car on 7 January 2025, then during the period 11 to 18 February 2025. The journeys she's mentioned amount to mileage of a little over 200 miles, not 1,070 miles.
- She was housebound and relied on friends to take her to hospital appointments for the period early January 2025 to 11 February 2025.

My second provisional decision

On 7 May 2025, I sent both parties my second provisional decision in this case. I said whilst UKI didn't provide Ms G with a roadworthy courtesy car, in the particular circumstances here and in the light of new information and evidence provided by both parties, I didn't think UKI needs to do any more to put things right. I said:

'Neither party has provided any further evidence about my provisional findings in relation to whether or not the courtesy car had windscreen wash in it when it was delivered to Ms G in December 2024. So, for the reasons I set out in my first provisional decision, I remain of the view that, on balance, UKI didn't comply with its obligation to provide Ms G with a replacement car, as the car didn't have windscreen wash in it and therefore wasn't roadworthy when it was delivered to Ms G.'

I don't agree with UKI's suggestion that it was for Ms G to call roadside assistance to assist her with windscreen wash. Neither party has provided the terms of the roadside assistance Ms G has available to her. In the absence of those terms, I proceed on the basis that roadside assistance services are typically for breakdowns or emergencies. I accept Ms G's explanation about why it didn't occur to her to use her roadside assistance cover in the circumstances which arose here.

Both parties have provided new information and evidence about Ms G's use of the courtesy car during the relevant period, much of which is contradictory. As I explained before, where there's a dispute about what's happened I come to a decision based on what I think is most likely to have happened, based on the available evidence and the surrounding circumstances.

On balance, I accept that Ms G was unwell and didn't leave her home or use the courtesy car until early January 2025. In those circumstances, UKI's error in providing a courtesy car that wasn't roadworthy didn't cause Ms G distress and inconvenience before early January 2025, as she couldn't use the car in any event. So, I need to consider whether Ms G suffered distress and inconvenience from early January 2025 until she returned the courtesy car on 18 February 2025 and whether that distress and inconvenience was caused by UKI's error.

Ms G disputes the mileage on the Courtesy Car Indemnity Sheet which indicates she drove 1,070 miles in the courtesy car. I agree that's considerable mileage, especially as I've found above that Ms G didn't drive the courtesy car until early January 2025 due to illness. But Ms G signed the Courtesy Car Indemnity Sheet. I'd expect her to check the contents of it before doing so, particularly as she was already in dispute with UKI when she returned the courtesy car. On balance, I prefer the evidence about the mileage shown in the Courtesy Car Indemnity Sheet rather than Ms G's recollection about the journeys she made. So, I'm satisfied that Ms G made extensive use of the courtesy car.

It's impossible for me to know with any certainty exactly when Ms G used the courtesy car. Ms G says after she discovered the courtesy car didn't have windscreen wash in early January 2025, she didn't use it again until 11 February 2025, when an individual helped her replace the windscreen wash. UKI suggested that course of action when Ms G first contacted it. As Ms G arranged help from a third party on 11 February 2025, it's not clear to me why she couldn't have done that earlier. On balance, I don't think UKI was responsible for Ms G being unable to drive the courtesy car for the period from early January 2025 to 11 February 2025, as it appears to me that Ms G could have asked a third party to assist her earlier than she did.

I remain of the view that UKI didn't provide Ms G with a roadworthy car. I think Ms G was distressed to discover that she was driving without windscreen wash and suffered poor visibility whilst driving on one occasion. The new evidence and information from both parties doesn't indicate Ms G suffered distress and significant inconvenience over several weeks due to UKI's error. The new evidence and information indicates that Ms G didn't need the car until early January 2025, could arrange assistance from a third party and used the courtesy car extensively.

Considering everything, I don't think the fair resolution of this complaint requires UKI to pay Ms G compensation for distress and inconvenience. In the circumstances that arose here, I think UKI's payment of £25 to cover the cost of windscreen wash was fair and reasonable and I don't propose to direct it to pay any more.'

Responses to my second provisional decision

UKI accepted my second provisional decision. Ms G said she vehemently disagreed with the mileage shown on the Courtesy Car Indemnity Sheet and says her statement about how much she used the courtesy car is true. She says she wasn't able to ask a third party for help with the windscreen wash due to her health. Ms G says the only thing she's done wrong is sign the Courtesy Car Indemnity Sheet when she returned the courtesy car without checking its contents. She says she did so because she was distressed about the response she'd received when she raised the matter. Ms G doesn't agree that the compensation UKI has already paid is fair.

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've taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say UKI should deal with claims promptly and fairly and must act to deliver good outcomes for retail customers.

I'm sorry Ms G is disappointed by my conclusions. I've considered the matter again. I don't think there's sufficient evidence to enable me to fairly conclude that the mileage

shown on the Courtesy Car Indemnity Sheet is incorrect. On one side, there's the contemporaneous record of the mileage, signed by both parties. As against that, there's Ms G's recollection about the journeys she made in the courtesy car, her assertions and her explanation of why she signed the sheet. On balance, I remain of the view that it's more likely than not that the Courtesy Car Indemnity Sheet shows the correct mileage. So, I'm satisfied that Ms G made extensive use of the courtesy car.

I note what Ms G says about why she couldn't ask for help from a third party earlier than she did, but I don't think that alters the outcome here. That's because the evidence indicates Ms G didn't need the courtesy car until early January 2025, could arrange assistance from a third party and used the courtesy car extensively.

Whilst I remain of the view that UKI failed to provide Ms G with a roadworthy courtesy car, for the reasons I've explained, I think the step UKI has already taken to put matters right is fair and reasonable. It follows that I don't require it to pay any more.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 16 June 2025.

Louise Povey
Ombudsman