

## The complaint

Mr H complains about UK Insurance Limited (UKI)'s handling of a claim on his motor insurance.

Mr H's policy was sold and is administered by a third party company on UKI's behalf and most of his correspondence has been with this company. However, UKI is the policy underwriter so the complaint is against UKI. Any reference to UKI in my decision includes the administrator.

## What happened

Mr H had a motor insurance policy, underwritten by UKI. In November 2024, he discovered damage to the back of his car and reported this to UKI. He suspected another vehicle had hit his car while it was parked. He was also worried this had damaged the car's steering.

UKI told Mr H it would arrange for its approved repairer to collect and repair the car. Given Mr H's concerns about the car, it advised him not to drive it. It also said its repairer would arrange a replacement car for him while his car was being fixed.

A summary of the timeline is:

- 16 November. Mr H reported the damage to UKI.
- 25 November. UKI's repairer collected Mr H's car and gave him a replacement.
- 5 December. Mr H told UKI he found the manual handbrake on the replacement car difficult to use. UKI said it couldn't change this and told him to raise this with the repairer.
- 12 December. UKI called Mr H. It accepted it shouldn't have referred him to the repairer and told him it was trying to arrange a more suitable replacement car.
- 13 December. UKI swapped his replacement for one with an electronic handbrake.
- 18 December. Mr H's car was repaired and returned to him.

Mr H complained to UKI about the handling of his claim. He said, in summary:

- There were unreasonable delays dealing with the claim. For example:
  - It took UKI ten days to collect his damaged car and provide a replacement.
  - Repairs were further delayed because the repairer had to order replacement parts.
- The replacement car wasn't suitable given his disability.
- UKI's customer service was poor.

UKI didn't agree that the time taken to repair the car was unreasonable. It also said it had offered him a replacement car on 5 December which Mr H refused. However, it acknowledged that it took ten days for its repairer to collect his car and offer a replacement. It offered him £150 to apologise for this.

Mr H didn't accept this and brought his complaint to this service. He says UKI "*performed*

*poorly in their knowledge an attitude to a person with disabilities.” This caused him severe anxiety, distress, and disruption to his daily life. He wants UKI to offer him fair and reasonable compensation for this.*

Our investigator didn't recommend that the complaint should be upheld. He found that repairs to Mr H's car were completed within a month of him making the claim. He didn't think this was unreasonable. However, he found that UKI hadn't offered an alternative replacement car on 5 December, as it claimed. This wasn't offered until a week later. While he agreed this caused Mr H some distress, he thought UKI's offer of £150 to apologise for this was fair.

Mr H didn't accept this, so his complaint was passed to me.

### **My provisional decision**

I issued a provisional decision on this complaint on 5 May 2025. I said:

*“First, ombudsmen decisions are published so are written in a way that prevents the customer from being identified. Mr H's unique circumstances are known to both parties so I'm not going to set them out here. If I'm vague about them it's to keep Mr H from being identified not because I've ignored them or think them irrelevant. On the contrary, they're directly relevant to his complaint.*

*Mr H's policy documents show he's covered for a replacement vehicle when his own car has to be repaired. In his initial call to UKI on 16 November, he told UKI's agent that his car was an automatic, but he didn't have any other special requirements. I accept that Mr H thought he'd only be using a replacement car for a short period, however it means UKI wouldn't have been aware of the difficulty he might have using a manual handbrake. As UKI later explained, car specifications don't typically list whether the handbrake is manual or electronic, and someone would have to physically check to know what type of handbrake a car had. So I understand why the replacement car didn't have an electronic handbrake.*

*However, I understand Mr H's frustration. The repairer initially told him his car would be repaired within a few days, but then said repairs might take up to a month. While Mr H acknowledged that he might have been able to tolerate the manual handbrake for a few days, this clearly wasn't viable in the longer term for the reasons he explained. I don't think he was being unreasonable by asking for a car more suited to his needs.*

*UKI said it offered this on 5 December but Mr H rejected this. There were two key calls between Mr H and UKI that day and I've listened to both:*

- In the first call (2.47pm), Mr H explained that he was having trouble with the handbrake and asked if UKI could provide a car with an electronic handbrake instead. The agent spent several minutes trying to source an alternative car. She explained that the electronic handbrake was an “optional extra” and there weren't any available. When she suggested Mr H use a taxi, Mr H told her this wasn't ideal. The agent suggested Mr H make a complaint to the repairer if he was unhappy with the delays fixing his car.*
- Mr H called UKI again (3.34pm) after talking to the repairer, who had referred him back to UKI. He again explained the physical difficulties he had using the car. The agent put Mr H on hold for several minutes but told him he couldn't offer any further help. He invited Mr H to make a complaint and logged this for him.*

*So I disagree with UKI when it says it offered to source a more suitable replacement car on 5*

*December. I think the second agent recognised this error. He said: "If I'm being quite frankly honest [sic], I didn't even think of ringing [hire company 1] or [hire company 2], that's a mistake on my personal end. I didn't think of ringing [hire company 2] or whichever replacement car company you used to try and get that. I just went off what the previous handler said..." By this point he'd already started logging Mr H's complaint.*

*I think UKI's agents made two mistakes on 5 December: first, by referring Mr H back to the repairer for another replacement car and to raise a complaint; second, by not doing more to find a more suitable car for him when he explained his difficulties with the handbrake. While I accept that the repairer might not have had a suitable replacement car available, it appears that the agents failed to try to source this through its hire car suppliers.*

*I think it's clear from what happened the following week that UKI could have done this. I think it's reasonable for me to conclude that the actions it took on 12 December following a conversation with the repairer – which resulted in finding a car with an electronic handbrake and providing this to Mr H on 13 December – could have been taken a week earlier. Its failure to do this meant Mr H struggled with his replacement car for an extra week. While the handbrake wasn't causing Mr H such severe pain that he was unable to use the car, I think UKI should compensate him for the physical discomfort and distress this caused him.*

*Finally, Mr H thinks he should have been able to continue to use his own car because it was still driveable. I don't agree with him. He'd clearly stated his concerns about his car's handling when he first reported the damage. I think it was entirely right that UKI advised him not to drive it until it was assessed and fixed. I also think the time take to source replacement parts for Mr H's car was largely outside UKI's control. In the circumstances, I don't think UKI's repairer took an unreasonable time to fix the car.*

*UKI offered Mr H £150. We asked how it had calculated this. It explained that "loss of use was provided for the days without a vehicle or hire and then an alternative vehicle was provided." It's clear to me that this was to compensate Mr H for the period where he was unable to use his car before the repairer provided a replacement. It wasn't to apologise for its failure to respond adequately to his needs. While I think the offer for loss of use is fair, I think UKI should also compensate Mr H for its mistakes when he asked for a more suitable replacement car on 5 December, as set out above.*

*I've thought carefully about what this service might award in similar circumstances. I think UKI should pay Mr H £300: £150 to reflect the loss of use before UKI provided a replacement car; and £150 to reflect its failure to provide a more suitable replacement when Mr H contacted it on 5 December."*

## **Responses to my provisional decision**

UKI accepted my provisional decision.

Mr H thought I'd overlooked an important point. He told us UKI's agent "showed no knowledge or respect for people with disabilities." He explained that the agent had reacted "aggressively" and threatened to end the call when he realised Mr H was recording it on his phone. Mr H said this was discriminatory and unfair, and caused him anxiety and stress.

## **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'm very sorry to hear Mr H continues to suffer distress as a result of his dealings with UKI. I assure him I haven't ignored this. I listened to all the calls he had with UKI about the problems with his car and didn't find any evidence of the incident he describes. If I had done, I'd have commented on it. I agree with him that this wouldn't be fair or acceptable.

As neither party had anything else they wanted me to consider, I uphold the complaint for the same reasons set out in my provisional decision.

### **My final decision**

My final decision is that I uphold the complaint and order UK Insurance Limited to pay Mr H £300.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 17 June 2025.

Simon Begley  
**Ombudsman**