

## **The complaint**

Mr L complains that UK Insurance Limited trading as Churchill ('UKI') failed to send him important documents about his motor insurance policy.

## **What happened**

Mr L had a UKI motor insurance policy but didn't renew it in June 2024. In August 2024, he asked UKI to send him two documents: proof of his No Claim Discount (NCD), and a copy of a breakdown recovery report for a previous claim. UKI promised to send these but failed to do so. It eventually Mr L sent proof of his NCD in September 2024.

Mr L says UKI's failure to send him these documents meant he couldn't give these documents to his new motor insurance provider and his GAP insurance provider respectively. This led to his motor insurer cancelling his policy and charging him a £220 cancellation fee, and his GAP insurer declining a claim. He wants UKI to compensate him for this.

UKI didn't respond to Mr L's complaint, so he came to this service.

Following our involvement, UKI offered Mr L £150 to apologise for not sending him proof of his NCD. However, it didn't accept the evidence Mr L provided to show his motor insurer had charged him a £220 cancellation fee. It also told us its breakdown recovery agent didn't make reports for jump-start call outs.

Our investigator recommended the complaint should be upheld. He found that UKI's failure to provide the NCD document caused Mr L inconvenience. It then sent him a document containing incorrect information which added to his distress. He thought UKI should pay Mr L £300 to apologise for the distress and inconvenience it caused him.

UKI accepted this. Mr L didn't, so the complaint was passed to me to make a final decision.

## **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 find that:

- UKI failed to respond to Mr L's August 2024 request for the two documents.
- It eventually sent him the NCD information but this quoted the wrong date (July 2022 instead of July 2024).
- It's possible UKI's failure to provide this resulted in his new insurer cancelling his policy, but I'm not satisfied that the letter he gave us quoting a £220 cancellation fee is a true copy of the letter he received.
- Mr L hasn't provided any other evidence to show he was charged this fee.
- UKI failed to respond to Mr L when he complained about this.

- Its internal records show it was going to offer Mr L £150, but it didn't communicate this to him.
- UKI doesn't have a report from its recovery agent for Mr L's breakdown, but it didn't explain this to him.
- I'm not persuaded that UKI's failure to provide such a report would be sufficient reason for his GAP insurer to decline a claim.
- If he wishes, Mr L can bring a separate complaint against his GAP insurer to this service. We can consider whether the breakdown report was a relevant factor as part of that complaint.

I think there were failings in UKI's handling of this matter. Specifically, it failed to send Mr L documents when he asked for them, and its communication to him was inadequate. I'm pleased UKI acknowledged these errors and accepted our investigator's recommendation. In the circumstances, I'm satisfied this is fair.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 26 June 2025.

Simon Begley  
**Ombudsman**