

The complaint

Mr S complains that U K Insurance Limited ('UKI') didn't record the right dates he was provided a hire car after his motor insurance claim causing him inconvenience and a financial loss.

What happened

Mr S has a car leased under the Motability Scheme which is insured with a policy provided by UKI. In September 2024, he was involved in an accident, so he made a claim on this policy.

Mr S was provided with a hire car by UKI. But he complained UKI didn't give Motability the right dates when he had the hire car and that caused him to receive a lower payment under the loss of use benefit in his Motability agreement than he should have, as well as unnecessary stress.

UKI provided a final response to this complaint on 4 March 2025. It said it had checked with Motability which loss of use dates it had used and believed the correct dates were provided.

Mr S was unhappy with this response, so he brought his complaint to us. Our investigator said he didn't think UKI had acted unfairly as he thought the evidence showed UKI had given Motability the right loss of use dates.

Mr S's representative replied disagreeing with the investigator's opinion, so the complaint was referred 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, while I understand Mr S might be disappointed by this, I've decided not to uphold this complaint. I'll explain why.

Mr S's hire agreement with Motability contained a loss of use benefit which meant he was entitled to a refund of rent paid if his car was broken down. But this benefit included conditions that said no refund would be given in the first week immediately after the breakdown, or during any time when a replacement vehicle is supplied.

I refer to these conditions because I think it's helpful to show why it was important UKI gave Motability the right dates. But I'm not making any findings about Motability in this decision or about the terms of Mr S's Motability agreement. I'll only be considering here if UKI treated Mr S unfairly by not providing Motability with the right dates and causing Mr S to lose out on receiving the right loss of use payment as a result.

Mr S's representative said the accident happened on 28 September 2024, from which point Mr S was immediately without the use of his car. Mr S was provided with a hire car in the

evening on 4 October 2024, and was supposed to have had the hire car collected on 6 February 2025 but actually had the hire car collected on 7 February 2025.

UKI said Motability confirmed the loss of use dates it processed were 28 September 2024 to 3 October 2024 – which it thought was right since Mr S was given a hire car on 4 October 2024, and 7 February 2025 to 17 February 2025 – which it thought was right since the hire car was collected on 6 February 2025.

I'll now summarise my findings on this complaint:

- The dates given by UKI and Mr S match for the date Mr S couldn't use his car as both state this was 28 September 2024.
- The dates also match for the day Mr S was given the hire car as both state this was 4 October 2024. Mr S said UKI initially used the wrong date of 28 September 2024 for this and later changed it to 3 October 2024. But other than Mr S's comments, I've seen nothing more showing UKI used or passed those wrong dates to Motability. Since Motability confirmed to UKI it ended the first loss of use period on 3 October 2024, I think UKI likely did provide the correct date of 4 October 2024 as the date Mr S was given a hire car.
- Based on the above two points, I don't agree UKI gave Motability either the wrong date Mr S didn't have the use of his car, or the wrong date Mr S was given a hire car. So, I don't agree UKI caused any error in the calculation of the first loss of use period.
- UKI said the hire car was collected on 6 February 2025, but Mr S's representative explained that the collection was booked for 6 February 2025, but it was actually collected on 7 February 2025.
- I don't think this discrepancy disadvantaged Mr S. UKI confirmed that Motability only pays loss of use where a customer is without a vehicle for a full day. So even if the hire car had been collected on 6 February 2025 as planned, the loss of use period would still have started on 7 February 2025, as that would have been the first full day Mr S was without a replacement vehicle.

I know Mr S has questioned whether it is fair for the days he was waiting to receive the hire car and have the hire car collected to not count towards the loss of use period. But it was for Motability to decide how it calculates the loss of use and not UKI, so that isn't something I can consider in this complaint.

UKI's responsibility was to provide the correct information to Motability on when Mr S was without the use of his car. Other than the date the hire car was returned - which I don't think disadvantaged Mr S – I'm satisfied UKI did that accurately. So, I don't agree that it treated Mr S unfairly.

My final decision

My final decision is that I do not uphold this complaint.

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

Daniel Tinkler
Ombudsman