

The complaint

Mr O has complained that U K Insurance Limited (UKI) failed to add a speeding offence to his car insurance policy which he told it about in 2022. Mr O is unhappy that UKI requested an additional premium for the offence when he reported an incident in June 2024.

What happened

Mr O bought a car insurance policy with UKI, which he has renewed with it in April each year.

In 2022 while UKI was dealing with a previous claim, Mr O emailed to say he committed a speeding offence which resulted in points on his licence.

In June 2024 Mr O reported an incident to UKI. It was realised during this discussion that UKI hadn't recorded the speeding offence. It said Mr O would need to pay an additional premium of £371.81 to reflect the change in risk based on Mr O's driving history.

Mr O complained to UKI. But it didn't uphold his complaint. It said Mr O should have called it or updated his policy through its online portal with the change. It said Mr O had emailed a 'do not reply' address in 2022. And as UKI had sent subsequent change and renewal policy documents to Mr O since 2022, these were for Mr O to check that the details were correct – and none of the documents showed the speeding offence.

Mr O brought his complaint to us. He said he copied in a customer relations email address when he emailed UKI about the speeding offence on at least three occasions in 2022. He said he received two acknowledgements. When he received change policy documents from UKI in January 2023, he said UKI didn't specify what the change was. So he believed it was for the speeding offence.

Mr O wants UKI to acknowledge that it did receive and reply to his emails and was made aware of the speeding offence in 2022. He says he emailed UKI because of previous poor experience when dealing with UKI in calls.

One of our Investigators recommended the complaint shouldn't be upheld. He thought UKI had acted reasonably.

Mr O disagreed and wanted an ombudsman to decide.

I issued a provisional decision on 7 May 2025. I explained that I didn't have evidence to show Mr O had received an acknowledgment to his emails – or that there was evidence he had called UKI about the speeding offence before June 2024. But I found the legal services department had emailed UKI three times in June 2022 to say Mr O had advised them of the speeding offence. So I thought UKI should have responded to Mr O about it: even if this was to tell him he needed to update UKI in a different way. I don't think it was reasonable for UKI to take no action on the information it received.

For the distress and inconvenience caused, I intended to ask UKI to pay Mr O £100 compensation.

I didn't think UKI should waive the amount Mr O owed as a result of the difference in premium to add the speeding offence since 2022 as this was always due.

In response, UKI provided a copy of an email it sent to Mr O dated 10 June 2022. In this email it asked Mr O to clarify and asked if he was trying to update his policy with a speeding offence. UKI says it didn't receive a response from Mr O.

UKI explained that it didn't backdate the additional premium to the renewal of the 2023 policy. The difference in premium it is asking Mr O to pay reflects adding the speeding offence to Mr O's policy for the 2024 policy year. So it says Mr O has effectively benefitted financially from a lower premium for the 2023 policy year. UKI says it hasn't prevented it from dealing with Mr O's claim.

We sent a copy of the email dated 10 June 2022 to Mr O. I explained that in light of this information, I would need to see evidence from Mr O of the acknowledgement emails he says he received from UKI, to see if it acted reasonably.

Mr O didn't provide evidence of the acknowledgement emails he said he received. In summary he says he made UKI aware of the speeding offence and UKI acknowledged in a phone call on 24 June 2024 that he had previously told it about the speeding offence.

Mr O says the amount of time he has to spend on the matter is unacceptable.

I issued a second provisional decision on 16 June 2025 and no longer intended to uphold it.

I haven't received any new comments from either party following my second provisional 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.

In my provisional findings on 7 May 2025 I wrote;

"UKI says in its renewal documents that if Mr O wants to make any changes he needs to call it or update his policy via its online portal. And I can see from the documents sent to Mr O following changes in January 2023, and at renewal in March 2023 and March 2024 that none show the addition of the speeding offence. The onus is on Mr O to check his documents at renewal and after any change to ensure the information is correct.

I haven't seen a copy of the emails Mr O sent to UKI in 2022, or a copy of the acknowledgement emails he received. However, on reviewing UKI's business file note, this shows that on 9 June 2022, 30 June 2022 and 4 July 2022 the legal services team informed UKI that Mr O had told them about the speeding offence in an email dated 30 May 2022.

So this shows me that UKI were aware of this information on at least three occasions – and I think it should have responded to Mr O about it: even if this were to tell him he needed to update UKI in a different way. I don't think it was reasonable for UKI to take no action on the information it received.

So I don't need to see the emails referred to as based on the information in the business file, I think UKI has provided a poor service.

Mr O says he also called UKI about the speeding offence before June 2024. UKI says it cannot locate the calls. Mr O says UKI hasn't evidenced it has properly checked.

If Mr O has evidence he made the calls, I will consider this. But in any event, I intend to find in his favour on this complaint point, based on the information UKI received. It isn't possible to evidence something a business says it has no evidence of.

I don't agree that UKI should waive the additional premium as this was always correctly owed in light of the speeding offence. But I think UKI should pay Mr O £100 compensation for the distress and inconvenience caused by failing to respond to the information it was aware of in 2022. Mr O says he spent several hours in phone calls with UKI in June 2024 trying to resolve the issue."

In my second provisional decision dated 16 June 2025, I considered UKI's response and Mr O's comments on the email dated 10 June 2022 where UKI asked Mr O to clarify the speeding offence. The email read;

"In regards to the points you mentioned, I am unsure what this means, are you trying to update your policy with a speeding conviction?"

UKI says it didn't receive a response to its' query here. And I considered that – as set out in my first provisional findings – UKI made it clear that; *"if Mr O wants to make any changes he needs to call it or update his policy via its online portal. And I can see from the documents sent to Mr O following changes in January 2023, and at renewal in March 2023 and March 2024 that none show the addition of the speeding offence. The onus is on Mr O to check his documents at renewal and after any change to ensure the information is correct."*

UKI also showed that the renewal documents didn't show the speeding offence, and as I explained in my first provisional findings, the onus is on Mr O to check the documents reflect the correct claims and convictions history at each renewal, so 2023 and 2024 in this case.

Mr O hasn't provided evidence to show he received an acknowledgement to other emails he said he sent to UKI setting out the speeding offence. I also considered that UKI didn't backdate the premium difference for the speeding offence to Mr O's policy for the 2023 policy year which it is entitled to do. And it didn't prevent UKI from dealing with Mr O's claim.

The compensation award I intended to award in my first provisional decision was £100. This was for the distress and inconvenience caused by UKI's failure to respond to Mr O in 2022: to tell him how he needed to update his policy to add the speeding offence.

The difference in premium for the 2024 policy year is £371.81. In my first provisional decision I understood this amount to reflect the difference in premium for both the 2023 and 2024 policy year.

However, the email from UKI to Mr O dated 10 June 2022 shows it did respond to Mr O. And as UKI didn't apply a policy charge to reflect the speeding offence in the 2023 policy year, this effectively means Mr O has benefitted financially.

Having reviewed the information provided by both parties in response to my first provisional decision, I no longer found that UKI has acted unreasonably. So I didn't intend to uphold Mr O's complaint.

As I haven't received anything from either party to depart from my second provisional decision, my final decision is the same.

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 Mr O to accept or reject my decision before 1 August 2025.

Geraldine Newbold
Ombudsman