

## **The complaint**

Mr A said U K Insurance Limited's ("UKI") poor communication resulted in unwanted emails and text messages, following a claim he made under his motor insurance policy.

References to UKI include its agents and contractors.

## **What happened**

Mr A was involved in a car accident. He made a claim to UKI. He said the business appointed a partner company to provide a hire car. This was despite him giving instructions that he didn't want a hire car. Mr A said he received several email and text messages from the hire company often at 7am on a Saturday. The messages said he should not respond via the message he had received.

Mr A said that UKI's actions were in breach of several regulations. Additionally, he said no vulnerability check was carried out, despite his age and health issues. Mr A complained to UKI with his concerns.

In its final complaint response UKI told Mr A that it had spoken to its hire car partner regarding his concerns. It didn't think it had failed in its duty to comply with any regulations including the Financial Conduct Authority's ("FCA") Consumer Duty ("the duty"). UKI said that had its partner contacted Mr A by phone at 7am this would have been inappropriate. But it didn't think sending a text message or email was unreasonable.

Mr A didn't think UKI had treated him fairly and referred the matter to our service. Our investigator didn't uphold his complaint. He acknowledged that Mr A was caused irritation by the emails and text messages he received. But he didn't think there had been a serious failing on UKI's part or that of its partner company.

Mr A didn't accept our investigator's findings. He maintained that UKI had breached regulations and asked for an ombudsman to consider his complaint.

It has been passed 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 I'm not upholding Mr A's complaint. Let me explain.

We expect UKI to communicate effectively with its policyholders in line with the FCA regulations. This includes consideration of the duty. I've focused on whether UKI treated Mr A fairly and reasonably with this in mind.

From the records provided UKI's partner company said it wasn't made aware that Mr A didn't want a hire car. It said its automated system sent out reminders when he didn't register with

its system online. Mr A said the messages sent to him included the instruction 'do not respond'. I've not seen all the contacts that were sent. But the emails included with UKI's submissions do show this instruction was given. Mr A said he continued to receive messages despite UKI being aware he didn't need a hire car. He said he should not need to register with UKI's partner company to stop these messages.

I can see that Mr A contacted the hire car company at the end of September 2024. He explained the situation and told it he did not want to follow its online registration process. The company responded to say it hadn't been made aware that Mr A didn't require its services. It apologised for any inconvenience caused and confirmed its records would be updated and no further correspondence would be sent.

Mr A said UKI didn't act on his instruction about not needing a hire car. I can understand that the resulting emails and text messages were a frustration for him. But the problem was resolved quickly when he contacted the business. The messages were sent from unmanned inboxes. Meaning Mr A could not respond to these contacts directly. But he was able to contact the hire car company. I can also see from his policy documents that he was given a contact telephone number and online contact methods for UKI. So, although it was clearly a frustration for him to receive emails and text messages, the situation was resolved without any significant difficulty.

I've thought about Mr A's specific reference to the FCA's regulations under CONC 7.9.4. This relates to communication about debt collection. It says:

*"A firm must not contact customers at unreasonable times and must pay due regard to the reasonable requests of customers (for example, customers who work in a shift pattern) in respect of when, where and how they may be contacted."*

Debt collection rules don't apply in this situation. But I acknowledge Mr A's comments that these regulations are intended to apply more widely. So, with that in mind, I've thought how it potentially applies here. 7am is early in the morning so if this had been a phone call I would agree that this would represent unreasonable contact. But UKI and its partner company make a fair point that communication by text message and email is less intrusive. Having considered this point, although an apology was appropriate for the frustration Mr A highlighted, I don't think the business acted unreasonably here.

I've also thought about how the duty applies to these circumstances. PRIN 2A.6.3 deals with the provision of appropriate support to meet customer's needs. Mr A says UKI created unreasonable barriers by not allowing him to reply to its contacts. The duty says:

*"unreasonable barriers are those which are likely to cause retail customers to take unreasonable additional steps to progress their objectives, including:*

1. (a) *steps which are:*
  1. (i) *unreasonably onerous or time consuming;*
  2. (ii) *complex for a retail customer to carry out; or*
  3. (iii) *difficult for a retail customer to understand; and*
2. (b) *asking retail customers for unnecessary information or evidence."*

What happened here was due to a miscommunication. The hire car company wasn't told Mr A didn't need its services. This is why it instructed him to register and provide information online. It wasn't asking Mr A to register so he could confirm he didn't need a hire car. The contacts resulted from the miscommunication. This was resolvable by contacting UKI or its partner company. So, although a mistake was made, I don't UKI behaved unfairly with

respect to the code. An apology was provided so I don't think further action is warranted.

Mr A said a vulnerable customer should not expect to receive text message at 7am on the weekend. I acknowledge his reference to the duty regarding this point. I agree that there is an obligation on the business to identify any needs its customers may have because of a vulnerability. But I can't see that this was raised in Mr A's complaint to UKI. We can only consider a complaint after it has been referred to the business under the FCA dispute resolution or DISP rules. So, I can't comment further on this point here.

Additionally, Mr A raised a concern that he made a complaint orally, which UKI didn't act upon. I'm sorry he was frustrated by this. But complaint handling, isn't by itself regulated by the FCA. This means I'm not able to consider this point here either.

Having considered all of this, I'm not persuaded that UKI did much wrong. Its partner company apologised for any inconvenience Mr A experienced due to the miscommunication. I think this was fair. So, although I understand Mr A will be disappointed with my decision, I can't fairly ask UKI to do anymore.

### **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 A to accept or reject my decision before 24 November 2025.

Mike Waldron  
**Ombudsman**