

The complaint

Mr T complains that U K Insurance Limited (“UKI”) sold him a breakdown policy that couldn’t cover his motorhome, and then didn’t cover his claim.

Mr T is represented in his complaint, but for ease I’ll refer to him throughout.

What happened

Mr T had a breakdown assistance policy from UKI covering his motorhome. He originally bought his policy in 2018.

In February 2025 his motorhome broke down during a journey. He called UKI and made a claim.

UKI asked him how big his motorhome was and he told it that it was 7.5m long. UKI said the maximum size it could accommodate under the policy was 7.0m, so it couldn’t recover him. UKI signposted an alternative recovery company that could help Mr T at his cost.

Mr T complained. He said he’d not been provided (in 2018) with a copy of the policy wording that contained the size limit and it had never been brought to his attention despite UKI knowing what sort of motorhome he had. He provided a copy of his original policy schedule and Insurance Product Information Document (IPID), neither of which contained a reference to a restriction on his motorhome’s size.

UKI refunded the premiums Mr T had paid over the years to him, and added £80 for a poor experience he’d had when making the claim and then complaining about the service he’d had.

Mr T remained unhappy and brought his complaint to this service. He asks for compensation as he had to spend the night by the side of a main road without power because he had to organise his own recovery the following day and he also asks that UKI pays for those costs, plus overnight accommodation and other expenses including the cost of repairs to his motorhome.

Our investigator looked into it and thought it would be upheld in part. He thought the size limitation wasn’t sufficiently brought to Mr T’s attention. He thought UKI should pay him an additional £150 compensation.

UKI didn’t agree with the view. Because it didn’t agree, this complaint has been 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.

It’s important I start by saying that information about when Mr T originally purchased his policy in 2018 is limited due to the passage of time.

His is an annual policy and has renewed each year since.

It's clear to me from the policy wording that his motorhome is too large for UKI to deal with under its terms and conditions, and UKI has refunded his premiums for each year he's had the policy. I think it has acted fairly in doing so.

I also need to say that I'm not going to ask UKI to pay for the costs of repair of his motorhome. These aren't costs that are covered under the policy wording, so it would be unfair to expect UKI to pay them.

Looking at the specific type of motorhome (and the van it was based on) Mr T has, I can see there are many versions below 7 metres in length, and a few that are above this. UKI wouldn't necessarily have been aware of the actual length of Mr T's motorhome. It may have been discussed at the original setup phone call in 2018, but Mr T understandably can't recall it, and UKI doesn't keep its call recordings for that long.

What this means is that the only person who knew the motorhome's size was Mr T, and therefore some responsibility falls on him to ensure the policy is fit for his needs.

Taking everything into account, I think I need to deal with this case on balance. What this means is that while Mr T's bought a new policy each year and he was seemingly content to be covered by it, I think he should have reasonably taken more care to check his cover and verify that it was suitable for his motorhome.

But I also can't see that the limitation of the policy in terms of the motorhome length was brought to his attention, as I think it's significant. For example, I can't see it mentioned on the IPID I've been provided. UKI has commented that it doesn't think it's reasonable to expect every limitation of the policy to be brought to a customer's attention, and I agree. The policy term in question was around page nine of the policy booklet, under the definition of "vehicle". When a company is insuring vehicles that may be at or above the limit of size it can deal with, I don't think it's unreasonable I say that I think it should take more care to signpost the size limits and criteria. I also think it's fair I say that the length likely wasn't discussed in 2018 in the set up phonecall as Mr T seems to know his motorhome well and provided the size to UKI on request, and again I think it should have reasonably been brought to his attention at the time.

I've considered Mr T's requests for compensation and, as I mention above, I don't think I can fairly ask UKI to pay the repair costs as they aren't covered under the policy terms. I've also looked at the other costs he paid for after his claim was declined, and I think I need to consider the balance of responsibilities between the parties for the outcome of his claim, together with the fact that UKI has already fairly refunded several hundred pounds of premiums to Mr T.

I've thought about this, and consulted this service's guidelines on compensation, and I think the appropriate compensation should be set at £150.

I'd also like to finish by offering Mr T, and his representative, my best wishes as I've read about their experiences this year and I hope things are improving for them both.

My final decision

It's my final decision that I uphold this complaint in part. U K Insurance Limited should pay Mr T £150 for his distress and inconvenience it caused.

UKI must pay the compensation within 28 days of the date on which we tell it Mr T accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 28 November 2025.

Richard Sowden
Ombudsman