

The complaint

Mr E has complained about U K Insurance Limited's (UKI) service following a claim he made on his motor insurance policy. Amongst other things he says it provided a poor service, made mistakes leading to delays in settling his claim, and failed to make promised calls back.

Mr E's policy carries the name of one of UKI's trading brands. But as the underwriter of the policy UKI is responsible for claims decisions and responding to complaints. So I will only refer to UKI within this decision.

What happened

In May 2024 Mr E's car was damaged in an accident. He claimed on his policy. While UKI was dealing with that matter he was involved in another accident. The third party's insurer dealt with that incident.

Mr E was very unhappy with UKI's service and made a number of complaints which UKI responded to in a series of final response letters including letters sent in July and November 2024. He remained unhappy and made a further complaint which UKI replied to in June 2025. UKI acknowledged making numerous mistakes and omissions while handling Mr E's claim. It paid him £850 compensation to address the impact of its poor service. Mr E remained dissatisfied and brought his complaint to the Financial Ombudsman Service.

One of our Investigators looked into Mr E's complaint. The Investigator explained that we couldn't look at all of Mr E's complaint points. That's because there are time limits on the complaints we can consider. And as Mr E brought his complaints to us after those time limits had expired for the complaint responses UKI had issued in July and November 2024, we can't look at those issues. So the Investigator said he could only look at issues that had arisen since November 2024 which were matters covered by its June 2025 complaint response.

Our Investigator noted the many failings in UKI's service which it had acknowledged. But he thought the £850 compensation UKI had paid to Mr E was reasonable redress in the circumstances. So he didn't think UKI needed to take any further action. Mr E didn't agree so the complaint's 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.

In bringing this complaint Mr E's made a number of detailed points. I've considered everything on file. However, as our Investigator explained I will not look at any complaints raised prior to November 2024 as those have been brought out of time. Instead I will focus on the issues that Mr E brought to this Service more recently and which UKI replied to in its complaint response of June 2025. But I don't intend to address each and every issue raised. Instead I will focus on what I see as being the key points at the heart of Mr E's complaint and the reasons for my decision.

UKI has acknowledged that it has not handled Mr E's claim in a proactive manner. For example it noted several significant delays, including a delay of almost a year between the

initial engineering inspection on 19 June 2024 and it raising a total loss settlement on 30 May 2025. It recognised the frustration these matters had caused Mr E and how those had contributed to his dissatisfaction.

UKI also noted that Mr E was consistently chasing it up for progress reports. And it also acknowledged that not all his communication was dealt with appropriately. For example promised calls back weren't made or other promises were not fulfilled. I can understand how this must have added to Mr E's frustration.

However, I don't think everything that went wrong was because of UKI's errors. It did recognise that it took it many months to obtain a police report. However, as far as I can tell this wasn't because UKI did anything wrong. Instead I can see that initially the police told UKI that it had no record of the accident concerned. I don't think that was UKI's fault. But UKI did persist and it did eventually receive the police report.

Similarly, UKI tried on many occasions to obtain a signed statement from a witness. But even though she said she'd provided this, UKI had no record of ever receiving it until Mr E was able to supply it himself in June 2025. While I acknowledge Mr E found this frustrating, again, I don't think this delay was entirely UKI's fault.

The delays in receiving the police report and witness statement were significant. That was because, the third party's insurer was holding Mr E solely to blame for the accident. And without some compelling independent evidence of how the accident happened it was one driver's word against the other. That made it very difficult for UKI to sort out the liability for the accident. But the additional evidence from the witness statement clearly held the third party to blame and that put UKI in a much stronger position to be able to press the third party insurer to accept liability. I understand UKI has now taken that action.

Similarly, the absence of independent evidence also delayed UKI in helping Mr E to claim his uninsured losses, in respect of injuries and loss of earnings, from the third party using his motor legal cover from the policy. That was because the motor legal cover would only apply for such losses in a situation where there was evidence that the third party was more likely than not to be found at fault in court. I've seen that UKI explained how Mr E could pursue this matter in its June 2025 complaint response and my understanding is that Mr E has put the wheels in motion to move that claim forward.

In summary, as I've already said, UKI accepted in its June 2025 response to Mr E's complaint that it had let him down significantly. To recognise that it paid him £850 compensation. I'm aware that Mr E doesn't think that's enough and thinks UKI should pay him for the injuries he sustained in the accident. But UKI's policy doesn't cover him for his injuries. So it wouldn't be fair and reasonable to expect UKI to cover this. And I'm satisfied that the £850 it's paid to him is fair to recognise the substantial distress, upset and worry its failures have caused to him over a sustained period. It's also in line with awards we might make in cases of similar seriousness that have had a similar impact.

My final decision

For the reasons set out above I am not going to instruct UKI to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 3 March 2026.

Joe Scott
Ombudsman