

The complaint

Mr W complains about how U K Insurance Limited (UKI) handled a claim he made on his motor insurance policy. He says there were delays to the repairs to his car.

References to UKI include its agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here in detail. Instead, I'll focus on the reasons for my decision.

Mr W had a car accident and made a claim on the motor insurance policy he had with UKI. He decided to use his own preferred garage for the work.

During the claim, UKI limited the way it would communicate with Mr W to written communications only due to the way he'd spoken to its staff. Mr W says this caused avoidable delays in his car being returned which meant his car was further damaged, he had to pay storage costs at the garage, and he lost earnings. He also said UKI gave him poor service.

When Mr W contacted UKI about this it said there were occasions Mr W hadn't been called back. It accepted a call he had with an engineer may have upset him, although it wasn't able to listen to it. So, it offered Mr W £100 as compensation to put things right.

Mr W brought his complaint to this service for an independent review. The Investigator didn't uphold Mr W's complaint and it's now been passed to me for a 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.

Having done so, I must tell Mr W I've decided not to uphold his complaint. I'll explain why.

Taking everything into account, I haven't seen any evidence UKI unreasonably or unfairly restricted the way it communicated with Mr W in light of his treatment of its staff. UKI agreed to speak to Mr W through a representative and I can see it did this from the notes. It also communicated with him by email and webchat was available too. So, I don't agree it needed to do more to liaise effectively with Mr W given it was his behaviour which led to UKI changing the way it communicated with him.

I've noted there were some delays in this matter, but this was primarily because of Mr W's actions at the outset of the claim - deciding whether he'd make a claim at all and his garage's availability as well as that of the parts required to fix his car.

Mr W says the invoice submitted to UKI by his garage was correct long before it was paid and UKI didn't communicate with the garage properly about it. He says this caused delays in

his car being returned to him and emails from the garage prove this. I've thought about these emails as well as the evidence our service holds in this matter, which includes notes from UKI's system. Having done so, I can see the garage sent UKI a number of emails for payment. It was noticed the garage had been using an incorrect email address at one point and this was put right. Even so, UKI had been calling the garage to chase the invoice and, even after the correct email address was used, the garage didn't submit the invoice in a form which would allow payment to be made. For example, it sent estimates rather than the invoice and used the wrong claim number. It also included an item UKI hadn't agreed to be responsible for and some of the amounts on the invoice needed to be changed. Notwithstanding this, payment was raised by UKI within a week of receiving the corrected invoice. And, as mentioned above, there were substantial delays caused by other matters. Taking everything into account, I'm not satisfied UKI caused the avoidable delays Mr W says it did. It follows it's not liable for the impact of the delays Mr W experienced.

UKI sent £100 to Mr W. I find this to be a fair and reasonable resolution to the complaint Mr W has raised about any service issues he experienced. And it's likely more than I would've awarded. I say this because Mr W was told UKI wouldn't communicate with him on the phone, but he repeatedly called and asked for call backs. Several call backs weren't made but this was as a result of the adjusted way it was communicating with Mr W so I don't consider this to be unfair or unreasonable. Also, taking the notes and calls into account, including one call just after the engineer had called Mr W, I don't feel able to conclude it's more likely the engineer spoke to him in a way which warrants a compensatory payment being made.

Mr W says he feels UKI has discriminated against him given the problems he's experienced. Having looked at all the evidence I don't think UKI has done so. Nor do I think UKI has acted unfairly or unreasonably. I hope that it helps Mr W to know that someone impartial and independent has looked into his concerns.

I recognise Mr W will be disappointed with this outcome. But my decision ends what we – in trying to resolve his dispute with UKI – can do for him.

My final decision

For the reasons set out above, I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 29 November 2023.

Rebecca Ellis
Ombudsman