

The complaint

Mr H and Mrs H complain about the quality of repairs U K Insurance Limited ('UKI') carried out following their claim on the car insurance policy for their leased car.

References to UKI include its agents.

What happened

Mr H and Mrs H have a car provided on a lease scheme with the vehicle insured under a policy underwritten by UKI.

In September 2023, the car was unfortunately damaged in an accident with another vehicle. So, Mr H and Mrs H contacted UKI to make a claim.

UKI arranged for the car to be repaired and took it to one of its repairers. The car was returned to Mr H and Mrs H in December 2023, but various faults were discovered which meant the car needed to have further repairs. Mr H and Mrs H said when the car was initially returned to them, it was unclean and had an oil or grease like residue inside it, which was accidentally walked into their home requiring carpeting and flooring in the home to later need replacing. Additionally, Mr H and Mrs H say that the car had broken pieces of mirror inside it after being returned, which Mr H cut his finger on a piece of.

Mr H and Mrs H complained to UKI, and it provided a final response to the complaint on 3 September 2024. In summary, it said:

- It agreed the quality of repairs were poor, and the timescale to complete repairs was excessive. In recognition of this, it paid £750 compensation.
- But it didn't agree there was evidence to show its repairer had contaminated the car with any oil or grease. So, it didn't accept it was at fault for any damage to the flooring in Mr H and Mrs H's home.
- It didn't dispute there were pieces of broken mirror inside the car. But it said this was a personal possession which was damaged in the accident and which Mr H and Mrs H knew about. It said it wouldn't ordinarily interfere with any personal possessions still inside a car unless it was necessary to do so to carry out repairs. So, it didn't think it was its responsibility to have removed this item.

Mr H and Mrs H weren't satisfied with UKI's response, so they brought their complaint to us.

Our investigator thought the £750 UKI had compensated Mr H and Mrs H with was reasonable for the main repair issues and didn't think the issue with the broken mirror was UKI's fault since this was a personal effect UKI wasn't required to remove. The investigator also acknowledged there were some additional issues reported by Mr H and Mrs H after UKI's final response of 3 September 2024, but said because Mr H and Mrs H hadn't yet complained to UKI about those issues, they couldn't be considered within this complaint and Mr H and Mrs H would first need to make a new complaint directly to UKI.

The investigator thought that the black substance which had gotten on to Mr H and Mrs H's floor in their home likely had come from the repairs. But the investigator didn't think it was reasonable for UKI to cover the cost of replacing the flooring damaged in Mr H and Mrs H's home since it hadn't been shown the flooring couldn't have been cleaned. But she thought some further compensation was warranted for the distress and inconvenience caused and recommended UKI pay Mr H and Mrs H an additional £250.

UKI didn't agree with this recommendation. It said the images of the staining to the floor weren't consistent with Mr H and Mrs H's report of oil being walked into the property from the inside of the car. Because UKI didn't agree, the complaint was referred 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've decided to uphold this complaint. I'll explain why.

I should start by saying while I've read and considered everything UKI and Mr H and Mrs H have provided, I won't be commenting on every point made. I'll instead concentrate on what I consider are the key points I need to think about for me to reach a fair and reasonable decision. This isn't meant as a discourtesy to either party, but instead reflects the informal nature of this Service.

I've firstly thought about what I can consider in this decision. I agree on this point with the investigator that the issues which happened after the final response dated 3 September 2024 are new events on the claim which can't be considered here and which Mr H and Mrs H will need to first take up directly with UKI as a new complaint. So, I'll only be considering the events which occurred, and which were complained about, up to the point of the final response dated 3 September 2024.

I've considered the quality of repairs and timescale taken to carry out the repairs. UKI didn't dispute that the repairs took too long, or that there were issues with the quality of work. It said that an engineer inspection confirmed the allegations about the quality of repairs were accurate and correct, and that it took three separate attempts by its repairer to complete the repairs over the course of around a year. Though it said the damage to the car was severe and repair work was extensive.

So, I think the main question here is whether the £750 compensation UKI paid to Mr H and Mrs H was reasonable for the distress and inconvenience caused by the repair issues.

Mr H and Mrs H always would have been caused some inconvenience due to the accident. And given the extent of the damage, this would have an influence on how long repairs would take. I wouldn't expect UKI to compensate Mr H and Mrs H for the unavoidable inconvenience they were caused by having to make a claim. But there were significant issues with the quality of repair work, and that in turn required the car to return to the repairer on more than one occasion impacting the overall length of time the claim has taken. So, I think Mr H and Mrs H were caused a lot of inconvenience by the repairs not initially being carried out to a reasonable standard.

But I think the £750 compensation UKI offered for this was fair and reasonable. As the investigator said, this is on the upper end of what our service would award if a mistake has caused significant inconvenience which has had an impact over several months. So, I think

the amount is in line with our award levels for the impact caused to Mr H and Mrs H of the additional work required to repair the car and the upset caused by the quality of repairs being poor.

UKI didn't agree with the investigators recommendation to pay a further £250 for the issue with the oil like substance being inside the car. I acknowledge here that UKI says its repairer consistently denied being responsible for this and UKI said there were no photos showing this material inside the car itself.

But where evidence is conflicting or incomplete, I consider on balance of probability what is most likely to have happened. And in the absence of any other persuasive explanation of where this substance came from, I think it's most likely it got inside the car at some point during the repair process. Mr H and Mrs H have provided several photos showing what looks like black oil or grease residue on the exterior of their car, on the sides of a shoe, and on the carpet in their home. I acknowledge UKI's comments about the photos appearing to show drops rather than footprints of oil. But I don't agree as I think the photos show what likely are footprints from a shoe.

Mr H and Mrs H had the affected carpet and kitchen floor replaced. But I'd only be able to agree UKI should cover the cost of that if I was satisfied it was necessary and unavoidable to put right the damage. I don't think there's enough to show the flooring couldn't have been restored at a lower cost by being professionally cleaned. So, I don't find Mr H and Mrs H mitigated the cost of putting right this damage. Consequently, I don't think it would be fair for UKI to cover the cost of replacing the flooring. But I think additional compensation is warranted for the distress and inconvenience caused to Mr H and Mrs H by this issue, and I agree with the investigator that £250 is a fair and reasonable amount.

Lastly, I've considered whether UKI acted unfairly by leaving pieces of broken mirror inside the car. For clarity, my understanding is this damaged mirror wasn't one of the mirrors from the car itself but was a mirror Mr H and Mrs H had bought for their home and were transporting inside their car at the time of the accident. So, I think it was fair for UKI to regard it as a personal belonging.

I acknowledge UKI says that it wouldn't ordinarily disturb personal effects during a repair unless it was necessary to carry out the repair. Ultimately though, the car was returned to Mr H and Mrs H after repairs with pieces of broken glass from a damaged mirror inside it. And I think given the safety risk of this, it would have been fairer for UKI to have offered to remove and dispose of these damaged fragments of mirror instead. And had it offered to do this, I think Mr H and Mrs H likely would have agreed to that.

However, I think the impact this caused is already fairly recognised within the £750 UKI originally offered and additional £250 the investigator recommended. So, I won't be asking UKI to pay more than this amount.

Putting things right

For the distress and inconvenience caused to Mr H and Mrs H by its handling of their claim, if it hasn't already done so, UKI should pay them the £750 compensation it offered in its final response of 3 September 2024. In addition to this, it should pay an additional £250.

My final decision

My final decision is that I uphold this complaint and I require U K Insurance Limited to carry out what I've set out in the 'Putting things right' section of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 20 May 2025.

Daniel Tinkler
Ombudsman