

The complaint

Mr H complains about U K Insurance Limited (“UKI”) and the condition of his car after it was returned to him following repair work they were responsible for.

What happened

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Mr H was the holder of an insurance policy, underwritten by UKI, that was provided as part of the scheme that supplied his car when he discovered rodent damage. So, he contacted UKI to make a claim.

UKI accepted Mr H’s claim, and they arranged for a specialist pest control company, who I’ll refer to as “R”, to address the rodent issue. And following this, UKI arranged for their own repairer, who I’ll refer to as “S”, to repair the damaged caused by the rodent infestation.

But Mr H was unhappy with the condition of his car when it was returned to him in July 2025. So, he raised a complaint. In summary, Mr H’s complaint included, and was not limited to, his unhappiness that his car had been returned to him with mice droppings and pellets still present, along with a strong smell of urine. Mr H also didn’t believe his rear seat bases, and covers, had been replaced as they should have been. So, he explained why the above had left him and his young family feeling unsafe to use the car, detailing the impact and inconvenience this created.

UKI responded to the complaint and upheld it in part. UKI accepted Mr H’s car ought to have been cleaned more intensely than it had, and they offered to arrange or pay for a full valet to address Mr H’s concerns about its cleanliness. And they also offered to authorise the replacement of the rear offside seat back, following their engineer’s post inspection report while also offering to pay Mr H £250 compensation to recognise the distress and inconvenience he’d been caused. But UKI set out why they were satisfied Mr H’s rear seat bases had been replaced as intended.

Mr H remained unhappy with this response and following further correspondence with UKI, expressed his request for the car to be deemed a total loss and to receive a total loss payment plus £10,000 in compensation. UKI wouldn’t agree to this and so, Mr H referred his complaint to us.

Our investigator looked into the complaint and didn’t uphold it. Both parties have had sight of this response, so I won’t be recounting it in detail. But to summarise, our investigator set out why they thought UKI’s offer set out within their complaint response was a fair one.

And, why they weren’t persuaded that UKI had failed to replace the rear seat bases and covers as Mr H had suggested. So, they didn’t recommend UKI do anything more.

Mr H didn’t agree, providing significant and extensive commentary explaining why. This included, and is not limited to, his continued assertion that the photographic evidence supplied provided UKI had failed to replace the rear seat bases and covers and so, why he felt UKI were guilty of deliberate deception. He set out why UKI’s failure to clean his car

appropriately represented a breach in their duty of care and he set out why he didn't believe the £250 compensatory offer recognised the significance of UKI's failure, which he referred to as a biohazard.

Mr H also explained that more recently, UKI had chosen to remove him from hire, setting out the impact this had on him and his young family. And on top of this, he explained why this hire itself was unsuitable for him, due to his disability. So, Mr H reaffirmed his wish for his car to be deemed a total loss, with a significant compensatory payment being paid to him to recognise the impact he'd been caused. As Mr H didn't agree, the complaint has 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'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before I explain why I've reached my decision, I want to set out what I've been able to consider, and how. I note Mr H has raised concerns about UKI's more recent decision to remove him from hire. But crucially, this decision has been taken after UKI's complaint response that was issued in July 2025, and after our service began our investigation on the initial complaints Mr H raised. So, while I do recognise why Mr H wishes for this to be considered as part of this decision, our service doesn't hold the jurisdiction to do so. If Mr H wishes for a complaint about UKI's removal of hire to be considered, he would first need to raise this with UKI directly.

I also note Mr H raised concerns with the suitability of the hire car itself and has expressed how this caused an impact to him. But I can't see this issue has been raised with UKI directly and so, Mr H would need to follow this process first before our service can consider.

And when reaching my decision based on what I can consider, I must be clear that it's not my role, or the role of our service, to act as replacement claims handlers or engineers. So, it is not my role to decide whether a car should be deemed a total loss, as this can only be decided by a suitably qualified engineer. And because of this, this isn't something I've considered or will be directing.

Instead, it is my role to consider the actions UKI have taken when handling the claim, and then Mr H's concerns about the condition of his car, to decide whether they acted fairly and reasonably. And where I'm not satisfied they have, any award or direction I make would be intended to place Mr H back in the position he should have been, had UKI acted fairly in the first place.

In this situation, I note it's not in dispute that Mr H's car wasn't cleaned to a satisfactory standard. This has been accepted by UKI and is supported in both theirs and Mr H's reports that have been provided, which states mice droppings and pellets were present in the car after it was returned. So, I don't intend to discuss the merits of this issue in detail, as it's already accepted UKI, and their agents, have acted unfairly regarding this point. So, I'll return to this when considering what UKI have offered to do to put things right.

Instead, I've focused on what does remain in dispute. And I'm satisfied the main point of contention relates to Mr H's rear seat bases, and his belief they weren't replaced as he

expected them to do.

I must be clear to Mr H that in situations such as these, where a business and a customer's testimony contradicts each other, it is our services approach to consider all the relevant evidence and decide what we think is most likely to have happened, based on the balance of probability. And when doing so, we find it reasonable for a business to rely on an expert opinion they obtain, unless there is a differing expert opinion provided that ought to have led them to do something different.

In this situation, I've seen following Mr H making UKI aware he believed the seats hadn't been replaced, UKI sought answers from S, who confirmed they had been replaced providing an invoice to show the replacement seat base had been ordered and billed for.

Further to this, UKI instructed an engineer to complete a post repair inspection. This engineer was a suitably qualified industry expert and so, in line with our services approach, UKI were fair to rely on the opinion they provided. I've reviewed their report, and they make it clear the seat bases had been replaced, stating "*this has 100% been replaced*" explaining they visited the garage who still had the old seat base on site to compare.

While I note Mr H obtained his own engineer's report, this didn't comment on the rear seat bases, or whether they had been replaced. Instead, they only commented on the presence of mice dropping and pellets.

So, in this situation, I'm not persuaded that Mr H provided a conflicting expert opinion that ought to have led UKI to reach a different finding on this point. And while I do appreciate Mr H provided several photos he feels supports his position, which I've looked through at length, I must again reiterate I, nor our service, are experts in this field. And I didn't see anything in these photos that satisfied me I should deviate away from our services standard approach and find that UKI were unfair to rely on their own expert opinion.

So, I'm unable to say UKI acted unfairly regarding this point although I recognise Mr H's strength of feeling and the likelihood of him not agreeing with this decision.

I've then turned to what UKI have offered to put things right. In total, UKI offered to take Mr H's car back to complete a full valet, as well as the additional repair work identified to the rear seat back that initially wasn't authorised as part of the original claim. Or, as Mr H refused to release his car back to them, to reimburse Mr H's costs if he arranged this himself. And on top of this, they offered £250 compensation to recognise his inconvenience, while also keeping Mr H in a hire vehicle from mid-July, which ensured he and his family were kept mobile.

Having considered the actions UKI have taken, and the offer they have made, I'm satisfied they fall in line with our services approach and what I would have directed, had they not already been put forward. So, I won't be directing UKI to do anything more, and I'll explain why.

I'm satisfied that within two weeks of Mr H making his concerns known, UKI had already made clear their offer to arrange, or pay for, a full valet of Mr H's car alongside the repair to his rear seat back. Had Mr H accepted this offer, I'm satisfied he would have most likely received his car back shortly after, in the condition our service would have expected.

And, that while that repair work and cleaning was ongoing, Mr H would have remained in the hire car UKI authorised, ensuring he was kept mobile during that time, as he had the hire car in that period.

So, I'm satisfied the actions UKI proposed in their complaint response would have reasonably placed Mr H back in the position he ought to have been. And it was Mr H's own decision not to accept this offer at any point between it being made to now.

And further to this, I'm satisfied the £250 compensatory payment offered reasonably compensated Mr H for the shock he would have felt when seeing the condition of his car on its return, alongside the inconvenience he was caused needing to raise his concerns about this, up to the point UKI issued their complaint response which outlined the actions they were offering to take.

But I'm satisfied it also fairly recognises the fact UKI placed Mr H in a hire car, which I've seen no evidence to show he raised concerns with at the time. And regardless of how UKI authorised this internally, I'm satisfied Mr H was caused no detrimental impact by this, as it kept him mobile at no cost to himself, considering his inability to use public transport options due to his disability.

So, because of all the above, I'm not directing UKI to take any further action on this occasion. It remains up to Mr H whether he wishes to accept the offer put forward by UKI regarding the valet and additional repairs. From the notes I've seen, they suggest Mr H was paid the £250 but if this wasn't the case, I would expect UKI to work proactively with Mr H to ensure this is paid.

My final decision

For the reasons outlined above, I don't uphold Mr H's complaint about U K Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 December 2025.

Josh Haskey
Ombudsman