

The complaint

Mr B complains about the standard of repairs arranged by Admiral Insurance (Gibraltar) Limited (Admiral) as a result of an accident when driving, under his motor insurance policy.

What happened

In August 2022 Mr B was involved in an accident when driving his car. He contacted Admiral and it arranged for the repairs. Mr B says the standard of the work was poor and he had to return his car to the repairer twice. He says he still remains unhappy with the quality of the repairs.

In its final complaint response dated 24 November 2022 Admiral refers to an assessment it arranged of the work its repairer had carried out. It acknowledged the repairs hadn't been to a good standard. It agreed to pay for the remedial work at a garage of Mr B's choice. It paid him £100 for the trouble and upset it had caused. And £25 because he'd paid to have a valve removed that had become trapped between a tyre and wheel rim, during the repairs.

Admiral told Mr B that once rectification work had been completed he'd be satisfied with the repairs. It said it would consider whether his vehicle had been devalued as a result of the damage if Mr B provided evidence to show this.

Mr B didn't he'd been treated fairly and referred the matter to our service. Our investigator upheld his complaint. He thought Admiral's response to Mr B's complaint was largely fair. But he thought it should pay a further £200 in compensation to acknowledge the repeated poor service and time it took to resolve the claim. He says if Mr B's concerns about the cars value aren't alleviated by the remedial repairs, he should complain to Admiral.

Mr B didn't agree with this outcome. He thought additional compensation was justified for the impact the failed repairs had on the value of his car. He asked for an ombudsman to consider his complaint.

It has 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.

The claim records show that Admiral arranged for its approved repairer to deal with the accident damage to Mr B's car. I can see that this was arranged swiftly after the claim was logged. However, there's no dispute from Admiral that there were issues with the standard of its repairer's work.

A claim record from early October 2022 sets out Mr B's concerns that his car has had to be returned for a second time. He said he didn't like the repairer's remark that it will repair a stone chip on one of the car doors, but that this was "*the final straw*" and no further repairs would be undertaken. Mr B remained dissatisfied with the standard of repairs. As a result,

Admiral arranged for the car to be assessed. It copied the assessor's findings into its complaint response. I've included relevant excerpts from this below:

"the quality of the paint finish was poor, the finish is of an orange peel effect.. my recommendation would be for the whole of the left and right side being rubbed back and repainted, this to include the A frames and the bonnet for colour match.

[Mr B] commented on paint build up on the wing, and both door edges on the left side and the right side see point (1) above the responsibility of this would be [Admiral's repairer].

I can advise that the left A post marks were caused from excessive polishing, this would be rectified by [rubbing back and repainting], the quarter glass moulding has been burnt through and would require replacement this has been caused by excessive polishing, ([Admiral's repairer] to rectify).

..the front edge does appear to have an excessive orange peel finishing and the lacquer appears to be burnt through in my opinion from over polishing, this will be rectified by [rubbing back and repainting].

Right front wing lower rear dirt in paint, I can advise that the wing does have dirt inclusion within the paint again this will be rectified by [rubbing back and repainting].

The right front chip still visible, [Mr B] has advised that the vehicle had been returned to the repairer due to damaged caused whilst in their care, to the right front door this damage is still visible and will require a small repair and repainting.. ([Admiral's repairer] to rectify)."

As a result of the assessor's findings, Admiral agreed to pay for the remedial repairs at Mr B's chosen garage. I think this is fair. We expect Admiral to arrange for effective and lasting repairs to be completed. It's clear this didn't happen here. Mr B had to return his car twice. And as the assessor's findings show, this still didn't achieve a good standard of repair.

I think it's fair that Admiral compensates Mr B for the hassle and inconvenience he's been caused when trying to get his car repaired to a good standard. I agree with our investigator that Admiral should pay a further £200 to acknowledge this.

The rules set out by the Financial Conduct Authority (FCA) known as the dispute resolution or DISP rules, mean we can only consider a complaint once it's been made to the regulated business. Admiral responded to Mr B's complaint on 24 August 2022. This means I can only consider what happened up to this date.

I understand that Mr B is concerned about the impact the repairs, including extensive repainting work, could have on the value of his vehicle. If after the remedial work is completed he's still concerned, he can contact Admiral to complain. If he's not satisfied with its response he can ask our service to consider the matter. But I can't consider this point in my decision here.

My final decision

My final decision is that I uphold Mr B's complaint. Admiral Insurance (Gibraltar) Limited should:

- pay Mr B a further £200 compensation for the hassle and inconvenience it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or

reject my decision before 11 December 2023.

Mike Waldron
Ombudsman