

The complaint

Mr S complains that Admiral Insurance (Gibraltar) Limited's approved repairers damaged his vehicle while assessing the repairs it needed following an accident.

What happened

Mr S had insurance for his vehicle with Admiral. In September 2022 the vehicle was involved in an accident and Mr S says it sustained minor damage to the rear passenger door, rear passenger wheel arch and trim. He contacted Admiral to make a claim for the repairs and Admiral arranged for the vehicle to be taken to one of their approved repairers.

When the approved repairers started to strip the vehicle down to assess the repairs they advised Admiral that there had been previous repairs carried out, and these repairs were of very poor quality. The approved repairers said that because of this they weren't able to carry out the repairs and a repair couldn't be guaranteed.

Mr S was advised that Admiral were arranging an independent assessment of his vehicle to approve the repair costs relating to the accident and assess the safety of the vehicle.

The approved repairers had removed the vehicle's rear bumper when assessing the damage. Mr S disputes that this was necessary, as he says the bumper wasn't damaged in the accident. And he was unhappy that when he spoke to the approved repairers he was told they couldn't refit the bumper as it had split due to the filler used during the earlier repair.

The vehicle was returned to Mr S after the independent assessment was carried out and he complained to Admiral that the rear bumper had been scratched and damaged while with the repairers. Admiral asked Mr S to provide photographs of the damage. He did this and questioned how the bumper had been handled by the repairers, providing photographs of the bumper being bent and part of it lying on the garage workshop floor.

Some of the photographs showed yellow markings with comments on the earlier repairs. Mr S told Admiral that these markings, or the removal of them, had damaged the ceramic coating on the vehicle. And that the panel where these markings had been now appeared to be 'untreated' and water sticks to the panel instead of running off.

The independent assessors report Admiral obtained is dated 25 October 2022. This states that in the accident the vehicle sustained light to moderate damage to the left-hand side. An illustration shows the damage being from the nearside rear door towards the rear bumper. The engineer says the vehicle has had some sub-standard repairs carried out to the nearside lower quarter panel, and the panel has been affixed with pop rivets, rather than being welded.

The report says that the poor repair needs addressing before the accident damage can be repaired, so a cash in lieu settlement was suggested. The total cost of repairing the accident-related damage was assessed at £1,765.58 including VAT, subject to any undisclosed damage. Details of the repairs required include work to the rear bumper.

Following receipt of the report Admiral offered Mr S a cash in lieu settlement of £1,265.58, the estimated cost of the accident-related repairs less his £500 policy excess.

Mr S maintained it hadn't been necessary for Admiral's repairers to remove the bumper from his vehicle and this had been damaged by them, so he raised a complaint.

Admiral responded to his complaint on 22 December 2022. They said he'd raised four complaint points: -

- The approved repairers had said his vehicle's bumper needed repairing, they'd removed this and caused damage, as the bumper had split.
- The vehicle was returned to him with scratches to the rear bumper that weren't there before. Mr S believed the bumper had been left on the floor.
- The approved repairers had damaged the ceramic coating applied to the nearside rear of his vehicle.
- He was unhappy the quote included the respray of the tailgate and replacement badges on the tailgate.

Admiral didn't uphold Mr S's complaint.

In respect of his vehicle's bumper they said this was damaged in the accident and required repair and repainting. It was necessary to remove it to carry out the repairs, and it was after it was removed that the poor prior repairs were discovered. And the 'split' in the bumper referred to by Mr S was a result of the earlier deep filler repairs and were where the filler in the bumper had cracked.

They said the bumper should have been replaced, rather than filled, so neither they, nor their repairers, were responsible for the condition of the rear bumper. As the repair couldn't be completed the repairers had attempted to refit the bumper so the vehicle could be returned to Mr S. And they were satisfied that the repairers had done their best given the prior damage.

They also said the repairers had said that after it was removed the bumper would have been stored on a rack to prevent any damage occurring. Looking at the images he'd provided they accepted that where the technician was showing the damage, it appeared that the other end of the bumper was near the ground. They'd asked Mr S for images of the scratches. But none were provided, they said the repairers were denying causing this damage, and in the absence of any evidence, this complaint point wasn't upheld.

In respect of the yellow marking on the vehicle Admiral said that a yellow Chinagraph pencil had been used to identify areas of poor repair and where the paintwork was of an acceptable standard. And these markings wiped clean when removed from the vehicle.

They said Mr S had been asked to provide a copy of a receipt or certificate confirming that his vehicle had ceramic coating, and as he hadn't provided this they couldn't uphold this complaint point.

In respect of his final complaint point Admiral said that when the vehicle was assessed the repairers established that there was damage to the nearside rear lower corner of the tailgate door. To repair this would involve sanding, repairing, and painting the tailgate door. And it would necessitate removing the lights, badges, and other furniture from the tailgate. Once removed the badges can't be replaced and new ones need to be fitted.

The tailgate was partially stripped in preparation for repair before the earlier damage was found, but a full evaluation of the repairs had been carried out so this is why the tailgate repairs were included in the quote.

Mr S wasn't happy with Admiral's response and complained to our service.

Our investigator considered the case. Initially she said that even though Admiral weren't responsible for the pre-existing damage to Mr S's vehicle, their repairers caused avoidable damage to his vehicle's bumper while it was in their possession. And she said they should cover the cost of having the bumper repainted, or provide a cash in lieu settlement, and pay Mr S a further £100 for the trouble and upset caused.

She said she was satisfied there was pre-existing damage as this had been confirmed by an independent engineer, who also confirmed it was necessary for the bumper to be removed. But she was satisfied, based on the photographic evidence provided by Mr S, that the bumper had been twisted and bent while with the repairers. And that it hadn't been properly stored, so had been scratched while with them.

She said she'd consider any further evidence from Admiral that the scratches to the bumper were pre-existing, or from Mr S that the structural damage to the bumper was caused by Admiral.

Mr S didn't accept our investigator's opinion as he said he'd had his vehicle's rear door and wheel arch repaired and nothing beyond the door and the trim needed to be touched. So he doesn't accept the bumper was damaged and wants Admiral to prove that it was.

Our investigator responded to Mr S saying she was satisfied the bumper needed to be removed. As not only did the approved repairers say this, but it had been confirmed by the independent engineer Admiral had instructed. She'd reiterated that Admiral needed to cover the cost of repainting the bumper, but maintained the bumper was structurally unsound due to the earlier damage, and Admiral weren't responsible for this.

Admiral also didn't accept our investigator's opinion. They denied their approved repairers had mistreated the bumper and said the photographs simply showed a demonstration/evidence of the earlier damage. They also said the bumper needed replacing due to the earlier damage and was essentially salvage. They accepted there was no structural damage sustained to the bumper in the accident, the damage being due to an earlier incident and inappropriate repairs.

Our investigator had required Admiral to cover the cost of having the bumper repainted, but they said that this had been included in the estimate of repairs and the independent assessor's report. So Mr S had already received payment for this in the cash in lieu payment he'd received.

Based on the further information provided by Admiral our investigator reviewed her opinion. As the settlement they'd offered Mr S included repainting the vehicle's bumper, she said Admiral had already done what she'd asked them to do, so they hadn't done anything wrong, and she wasn't asking them to do anything further.

The case has now come 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.

Mr S is unhappy that Admiral's approved repairers removed the rear bumper from his vehicle when they were assessing his vehicle and says they damaged the bumper. He's told us he's since had the accident damage repaired and there was no need to remove the bumper.

I can't comment on the repairs Mr S has had completed, as I've not seen any evidence of these. But as both Admiral's approved repairers, and the independent assessor they appointed, have both said it was necessary to remove the bumper to assess the accident damage, I can't say that this wasn't necessary.

The approved repairers and the independent assessor both also confirmed there'd been earlier damage to the vehicle which hadn't been repaired properly. This included deep filling rather than replacing the rear bumper.

I've considered the photographs. I accept that when the mechanic from the approved repairers is shown bending the bumper, this was done to highlight the earlier damage. But I don't accept the repairers stored the bumper correctly. Another of the photographs clearly shows the end of the bumper on the ground. So I accept the bumper may have been scratched while it was with the approved repairers.

But this doesn't mean I think Admiral need to pay anything further to cover the cost of repairing and repainting the bumper. I say this for two reasons. Firstly the bumper had pre-existing poorly repaired damage, and I accept the approved repairers and independent assessor's opinion that it should have been replaced, and still needed to be.

Secondly, based on the evidence I've seen, I can only hold Admiral responsible for the scratches to the bumper Mr S says weren't present before his vehicle went to the approved repairers. Admiral's independent assessor included repainting the bumper in the estimate he prepared. Mr S has already been paid for this as the cost was included in the cash in lieu payment he received.

Mr S hasn't provided any evidence to confirm his vehicle had a ceramic coating, or that this was damaged by the approved repairers. So this isn't something I'm able to consider. And Admiral have explained why the tailgate needed respraying and the badges replacing and included the cost of this in the estimate.

So I think Admiral acted fairly when they provided Mr S with a cash in lieu payment in respect of the repairs required to his vehicle, and I'm not asking them to do anything further.

My final decision

For the reasons set out above my final decision is that I don't uphold Mr S's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 September 2023.

Patricia O'Leary
Ombudsman