

complaint

Mr G complains about the standard of the repairs carried out on his car after he made a claim on his motor insurance policy with Admiral Insurance Company Limited.

background

Mr G was involved in an accident in slow-moving traffic when his car collided with the vehicle in front of him when it stopped. He reported the accident to his motor insurance provider, Admiral and the damage to his car was inspected.

Admiral arranged for one of its approved repairers to carry out the necessary work on Mr G's car.

But Mr G was not happy with the standard of the repairs. He said that the paint on the bumper did not match the bonnet – which had chips in it that had only been painted over - and the front lights were not aligned. He also said that the bumper and bonnet were not correctly aligned.

Admiral arranged for an independent inspection of the car to assess what rectification work was needed. Mr G asked to be there when this was completed, but the inspection went ahead without him.

The assessor recommended that the lights be readjusted but said that the paintwork on the car was of a commercially acceptable standard and the chips in the bonnet was damage not related to the accident.

Mr G did not accept that the work had been completed to an acceptable standard. The car's bonnet badge had been removed and damaged by the repairer. He said that a non-genuine bumper had been used which was a poor fit.

As Mr G was not happy to continue with the service of Admiral's approved repairer, it agreed that he could take it to a garage of his choice, for an estimate of the work he believed was needed, including genuine replacement parts.

Admiral agreed that it would pay Mr G a cash-in-lieu settlement so that he could have some of the work completed. But it did not accept this should include the cost of replacing the bonnet. It offered him £513.74, together with a payment of £100 for failing to ask Mr G to be present at the first inspection of his car.

But Mr G did not accept this offer. He said that it did not include the cost of painting the new bumper to match the bonnet, or the VAT that would be charged.

Initially, our adjudicator said that Admiral should reassess the amount of the cash-in-lieu settlement, as there was a large difference between the costs calculated by the main dealer of Mr G's make of car, and Admiral's offer. She did not consider that Admiral had adequately detailed what its offer covered. The adjudicator also said that Admiral should pay Mr G a further £100 for the upset he had experienced.

Admiral reconsidered the cash-in-lieu settlement amount, and agreed to increase this to £710.69 in total. As £513.74 had already been paid to Mr G, it offered him a further £196.95.

However, it did not agree that any further payment for Mr G's inconvenience should be made.

Another adjudicator explained this revised offer to Mr G, but he did not accept it. He said that Admiral should pay the estimate provided by the main dealer of his make of car. He said that otherwise his car would not be restored to its previous condition and he would have to pay the difference to achieve that. The adjudicator also said that Admiral's offer excluded the cost of VAT and Mr G would need to provide a paid invoice to Admiral for it to refund this. Mr G felt he should not have to go through such hassle.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Although Admiral considered the original repair work to be of an acceptable standard, it has offered Mr G a cash settlement amount so that he can have repair work completed at a garage of his choice, rather than at the approved repairers.

Mr G chose to take his car to the main dealer for its make for an assessment. As I understand it, he asked for a quote for the cost of replacing the bonnet, bumper and badge with genuine parts.

However, the independent assessment concluded that some paint chips on the bonnet had been previously filled or painted over, and so said these were not damage caused by the accident. This meant that these repairs would not be covered by Mr G's insurance claim for this particular incident.

The cash-in-lieu settlement amount now offered of £710.69 seems more reflective of the quotation Mr G was given by the main dealer. I do appreciate that Mr G considers that Admiral should pay the cost of this quotation in full to restore his car back to how it was. However, the paint chips in the bonnet have been assessed as being there before the accident. So it seems that the bonnet would not have needed replacing purely because of the accident damage. It is Mr G's choice to replace it as his cost, if he wishes. I would not expect Admiral to cover the cost of damage not related to the original claim.

So Admiral's offer includes the cost of replacing the bumper and bonnet badge, the paintwork and labour. It does not include the cost of the VAT that would be charged, although this amount was detailed on the engineer's cost break down.

In all the circumstances, I consider that this revised cash-in-lieu settlement is fair and reasonable to allow Mr G to rectify the accident damage to his car at a garage of his choice. The independent report concluded that the paintwork on Mr G's bonnet had been chipped and repaired prior to the accident, so I would not expect Admiral to cover the cost of replacing this bonnet when it would not seem that this particular damage was caused by the accident claimed for.

However, I do appreciate Mr G's point about him needing to reclaim the cost of the VAT once the repair work has been completed. Mr G may choose to replace the car's bonnet at his own cost so the VAT charged by the garage would represent all of the work completed rather than be limited to that included in the cash-in-lieu settlement.

The VAT cost has been detailed in the report Admiral provided about the break-down of the £710.69 offer. This totalled £142.14 of VAT. So I would consider that it would be a reasonable resolution for Admiral to also pay this VAT amount to Mr G, rather than him needing to reclaim the VAT cost back from Admiral after the work is completed.

I do appreciate that Mr G has been caused upset and frustration through this process. He had a courtesy car from the approved repairer so has not been without suitable transport; however he has taken time and effort to try and restore his car to his satisfaction. It is because of this that I consider that Admiral should also pay Mr G a further £100 for his trouble.

my final decision

My decision is that I uphold this complaint in part. I require Admiral Insurance Company Limited to:

- pay Mr G £196.95 to represent the difference between the amount of £513.74 already paid to him, and the revised cash-in-lieu offer of £710.69;
- pay Mr G £142.14 to cover the cost of VAT on the work covered by the cash-in-lieu settlement;
- pay Mr G £100 in addition to the £100 already paid, for his inconvenience through this matter.

Cathy Bovan
ombudsman