

The complaint

Mr M complains about the quality of repairs carried out by Markerstudy Insurance Company Limited (“Markerstudy”) under a claim on his car insurance policy.

What happened

Mr M’s car was damaged in April 2021 and he made a claim from Markerstudy.

Markerstudy’s approved repairer, who I’ll refer to as P, repaired his car and it was returned to him in July 2021.

In July 2022 Mr M took his car to his own choice of repairer, who told him that the quality of repairs that had been done on the car were very poor. It told him it would cost £1,754.11 to fix. It said the bonnet hadn’t been sealed and had possible corrosion, and the paintwork didn’t match the wings and front bumper.

Mr M complained to Markerstudy about the quality of repairs. He also said P had caused damage to his wheels and suspension arms.

Markerstudy arranged for an independent engineer to carry out an inspection of Mr M’s car in November 2022. The engineer said the wheel damage was from a range of dates so probably wasn’t caused by P. The engineer also said the suspension damage was noted on the MOT tests for 2021 and 22 and was probably caused by wear and tear.

The engineer said the bonnet had been repainted in the area of the damage and the paint was darker than it should have been. In total, the engineer thought it would cost about £532 to repair the paint problems.

Markerstudy said it had evidence that the bonnet had been replaced with a new one by P so wasn’t corroded.

Mr M brought his complaint to this service. Our investigator looked into it and upheld it in part. He thought Markerstudy should repair the bonnet, or pay for Mr M to have the repair done. He also said Markerstudy should pay Mr M £150 for his distress and inconvenience.

Markerstudy didn’t agree with the view. It provided evidence that the bonnet had been replaced and said it thought the bonnet could have been damaged in the year between Mr M’s original claim and the inspection.

Because Markerstudy didn’t agree, this complaint has been passed to me to make a final 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 upholding Mr M’s complaint in part. I’ll explain why.

I've looked at the various areas of Mr M's complaint. There are two parts I'll deal with together – those are the damage to the alloy wheels and the suspension components. It's Mr M's contention that those parts were damaged by P during the repair.

In order for me to agree with Mr M on this point, I'd have to see some evidence about the damage and how it was caused. The only information I have is from the independent engineer who inspected the car. They said they thought the wheel damage was from a range of periods, and the suspension damage was over a longer period of time because it was mentioned on MOT test results.

Taking these comments into account, and in the absence of further information, I can't agree that P were responsible for this damage so I'm not going to uphold this part of Mr M's complaint.

I've also thought carefully about the bonnet. Mr M's garage has said it thought the bonnet hadn't been painted correctly. When Mr M complained to it, Markerstudy used an independent engineer to inspect the car. As an expert in this field who has physically inspected the car, I must give due weight to the engineer's findings.

The engineer said they:

“examined the bonnet and would advise that the alignment is perfectly acceptable, the colour match is also good against the wings and there is no sign of any corrosion.”

The report continues:

“I did note a slight dark patch to the bonnet paint around the area damaged. This patch gives the appearance of a “blow in” to the area of damage. Therefore, on that basis and assuming no other work has been carried out in the last 18 months, the bonnet would need to be repainted.”

It follows that, because I should give due weight to engineer's findings about the alignment, wing colour match and corrosion, I also need to give the same weight to the second comment about the “blow in”.

I have said above that Markerstudy has provided evidence that P replaced the bonnet with a new one and it maintains that there may have been more damage caused after the original repair. But it's not provided any evidence of this new damage.

Given that the expert has reported in depth about this, I think it's fair to say that the engineer would probably have reported differently if they'd seen evidence of another, fresher, repair.

So, it seems to me that Markerstudy needs to repaint the bonnet accordingly.

Mr M therefore has a choice. He can ask Markerstudy to arrange the repainting of his bonnet with one of its approved repairers. Or he can make arrangements himself and Markerstudy should pay for it.

If he chooses this second option, I think I should point out that the quote he has provided to this service includes other areas such as bumper and wings, which I haven't included in my decision. I'd expect that Mr M obtains quotations for the repainting of the bonnet only, and it's this amount I'd expect Markerstudy to pay.

Taking everything into account, I can see that Mr M has been greatly inconvenienced by

Markerstudy's actions. And he will continue to be because he needs to take his car for a further repair. So I think it's fair and reasonable to ask Markerstudy to pay £150 for his distress and inconvenience.

My final decision

It's my final decision that I uphold this complaint in part. I direct Markerstudy Insurance Company Limited to:

- Repaint the car bonnet. At Mr M's choice this can be done by Markerstudy's repairer or his own choice of repairer.
- Pay Mr M £150 for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 July 2023.

Richard Sowden
Ombudsman