

The complaint

Mr N has complained about his car insurer Acromas Insurance Company Limited regarding a poor repair to his car.

Mr N is also unhappy about a change in premium. But Acromas doesn't set the pricing for his policy. So this decision against Acromas will only focus on the repair issue.

What happened

There was an accident in 2022. In October 2022 Mr N's car had been repaired by Acromas. But faults with the car were identified by Mr N. Acromas agreed to inspect the car. The engineer appointed found some repairs had been poorly finished/needed rectifying. He felt that would cost £456.60 including VAT. Acromas said it could pay that to Mr N, or the garage who had done the work originally could complete the repair. Mr N said he didn't want that garage involved further. Acromas said it would consider an estimate for repairs presented by Mr N (it shared the engineer's report with him). When Mr N didn't provide an estimate, Acromas paid the engineer's estimated repair sum to him.

Acromas paid Mr N a total of £250 compensation. It said it recognised that the car shouldn't have been returned to Mr N with the issues it had. Mr N remained unhappy that Acromas would not repair his car. He said it would be costly and take a long time to get his manufacturer garage to look at the car. And he wanted Acromas to remain responsible for the work done. Mr N complained to the Financial Ombudsman Service.

Our Investigator felt Acromas had provided fair and reasonable resolutions for the problem. Noting that if Mr N did get an estimate which showed he'd have to pay more for the work needed, he should send that to Acromas so it could consider it.

Mr N maintained his request for Acromas to repair his car. His complaint was referred for an Ombudsman's 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.

I appreciate that this has been a frustrating time for Mr N. I absolutely agree that Acromas should have made sure to repair his car properly in the first instance. It's unfortunate that did not happen. But I have to think about what the fair and reasonable resolution is for that.

Mr N has said he does not want the garage originally involved to complete the repair. I can understand that. But I can also understand that makes it difficult for Acromas to then arrange the further work. The alternative is to settle the remaining work in cash – Acromas has had that costed by an engineer and shared those findings with Mr N. It has also welcomed estimates from Mr N in the event the engineer's value is insufficient. I note it has paid the VAT element for the repairs up front too. I think that is fair and reasonable.

I can understand that Mr N is worried about liability for the repairs completed already. But I don't think, in the circumstances, his garage working on the car now would necessarily mean Acromas would no longer have liability for the work its garage completed. As with any repair situation – if problems did arise Acromas would have to consider what had been reported and whether that was likely linked to the work its garage had done.

As Acromas has indicated, Mr N should have been able to expect his car to be returned to him with repairs having been completed to a good standard. That clearly didn't happen here. I understand the issue in question didn't make the car undriveable. But it did make the car noisy in use and Mr N has had to go to the trouble of trying to get the issue rectified. I'm satisfied though that the compensation Acromas has paid fairly and reasonably accounts for the frustration and inconvenience caused.

My final decision

I don't require Acromas Insurance Company Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 15 April 2024.

Fiona Robinson
Ombudsman