

The complaint

Mr F complains about the quality of repairs carried out by QIC Europe Ltd (“QIC”) following a claim on his car insurance policy.

What happened

Mr F’s car was damaged by an unidentified third-party in June 2022 and he made a claim from QIC. His car is a rare, older model of a luxury type. It has two-tone paint and the damage caused was to the lower paint.

QIC didn’t have an approved repairer in his area, and it agreed Mr F could use a local garage.

When the repairer carried out the paintwork repair to the lower colour, it masked-off areas on the upper paint area. When the mask was removed, areas of paint were removed with it, leaving a significant amount of paint damage roughly along the boundary between the upper and lower paint.

QIC said the paintwork was of low quality and it wouldn’t pay more.

Mr F said he’d owned the car for 18 years and he was an expert in classic cars. He kept the car in a warm garage under a cover.

He brought his complaint to this service. He asks that QIC repairs the paint damage it caused. Our investigator looked into it and thought it would be upheld. She said QIC hadn’t shown there was a pre-existing problem with the paintwork. So it should have the car repainted, or pay an amount for Mr F to have this done.

QIC didn’t agree with the view. It said the car had extensive blistering over the car and had previous repairs to the paintwork.

Because QIC didn’t agree, this complaint has been passed to me to make a decision.

I issued a provisional decision to allow the parties to consider the matter further:

There’s been an extensive amount of correspondence between this service, QIC and Mr F post-view which has taken some considerable time to deal with. I’d like to thank Mr F for his patience.

Having done so, I’m proposing to not uphold Mr F’s complaint. I appreciate this will be a great disappointment to him and I’ll explain why I’m proposing to come to this decision.

I approached QIC and asked for it to agree to appoint a paint specialist jointly with Mr F in order that we could all have access to an independent view of the underlying quality of the paintwork on his car.

QIC provided this service with an assessor’s viewpoint on the quality of the paint, which aligns with the photos it sent to this service when Mr F’s car was accepted for repair. The

assessor was appointed and paid by QIC, but is independent. It offered a report on a “without prejudice” basis.

The report says:

“When de-masking the vehicle after the paintwork was completed, brown paint came away from where the masking tape was applied, and upon close inspection it is clear and obvious that at times during its life the vehicle has undergone much previous paintwork, some of which was not completed to a good standard. There is also micro blistering generally all around. It is the micro blisters that appear to have “popped” when the masking tape was removed.”

The cost of rectifying the paintwork on the whole vehicle was over £6,000. The report continues:

“QIC may wish to repudiate the claim as the problem was entirely caused by pre-existing poor paintwork”

The report included some additional information about paintwork “blisters” which seems to have been found on the internet.

It’s of limited use in this case, as Mr F said the car had always been kept undercover by both him and the previous owner.

I’ve looked carefully at the photos of the car when it was sent for repair and I can see areas of uneven paintwork and the “blisters” mentioned in the assessor’s report. I also asked Mr F for some photos of his car, which he kindly provided. But unfortunately they weren’t of good enough quality to look closely enough at the paint.

But the evidence given to this service by QIC, backed up with an assessor’s report, seems to show that the paintwork on Mr F’s car wasn’t of the quality he perhaps thought it was.

I can say that, perhaps, the repairer should have taken more care when it applied the mask to Mr F’s car and then removed it, as the pre-existing paintwork was of variable quality. But it seems to me that QIC’s position is that the underlying paintwork was of low enough quality to mean that the damage was almost inevitable when the mask was removed.

In order for me to uphold Mr F’s complaint, I’d have to see expert evidence about the cause of the damage.

From the information I do have, which is very persuasive, I think it’s reasonable I say that the paintwork issues were pre-existing and this was uncovered by the paint repairs from Mr F’s claim.

So, I can’t reasonably say QIC was at fault here and I’m proposing to not uphold this complaint.

Responses to my provisional decision

Mr F responded and said he was greatly disappointed by my provisional 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'd like to thank Mr F for responding to my provisional decision and I appreciate his disappointment with my intended decision.

As neither party provided any further evidence, my final decision and reasoning remain the same as in my provisional decision.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 30 May 2024.

Richard Sowden
Ombudsman