

The complaint

Mr K complains that Zurich Insurance PLC's approved repairers didn't repair his car adequately following a claim on his motor insurance policy.

What happened

In August 2023 Mr K's car was scraped down the driver's side by a third party vehicle while his car was parked. Zurich arranged for repairs to the car.

Mr K was unhappy with the quality of those repairs and raised it with Zurich in September 2024. Zurich instructed an independent assessor (the IA) to examine the car. The IA felt that the repairer wasn't responsible for the points Mr K was unhappy with. Although the IA said that he couldn't comment on a rear wheel refurbishment as it appeared to have been 'kerbed' since the repairs.

Zurich said that as it couldn't evidence the rear wheel had been repaired it would offer Mr K £150 compensation. Mr K didn't think that went far enough and brought his complaint to the Financial Ombudsman Service.

One of our Investigator's looked into the complaint. She didn't think Zurich needed to take any further action. Mr K didn't agree with our Investigator's complaint assessment, so the matter's been passed to me to decide.

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 K's policy requires Zurich to repair a car following an event insured by the policy. And that would include the damage it suffered when the third party vehicle hit it. But if the car developed other faults, unrelated to the incident that caused the claim, then Zurich wouldn't need to arrange for those unrelated issues to be repaired. That's the case even if the issues were present at the time of the accident.

When Mr K complained to Zurich it noted he complained about three specific points:

- Bubbling paint around the fuel filler cap
- A paint defect in the rear wing
- The rear wheel had not been refurbished.

Admiral appointed the IA to examine the car. I think this was a reasonable step for it to take as the IA is independent of Zurich and the repairers.

The IA found that:

- The bubbles around the fuel filler were caused by rust. The IA said this was not related to the repair.
- The paint defect to the rear wing was caused by a stone chip which also wasn't the repairer's responsibility.
- The rear wheel might have been refurbished but it appeared to have been kerbed

since the initial repair.

- The IA didn't think the repairer was required to do any remedial work.

After considering the IA's report Zurich noted that it couldn't 'ascertain' whether or not the rear wheel had been refurbished and offered Mr K £150 compensation.

In contrast Mr K says that there's no evidence of rust around the fuel filler on photographs taken at the time of the accident or repair. He said the image which shows some rust is for a different part of the car.

I accept that, from the images I've seen before the repair, these do not appear to show rust around the fuel filler. But my understanding is that it is rust which is the primary cause of the paint bubbling. The IA believes that the repairs were conducted to a reasonable standard and as such the bubbling that is apparent now is not a result of any failure in the repairer's workmanship. Instead it is caused by the condition of the car at the time of the repair.

Independent assessors are appointed because they have the relevant expertise and experience in such matters. And Zurich was not presented with any similar expert evidence to counter the IA's report. So I think it was reasonable for Zurich to rely on the IA's report and conclude that the repairer did not need to do any remedial work around the filler cap.

Similarly, concerning the rear wing, the IA again concluded that the repairers had carried out the repair to an acceptable commercial standard. I accept Mr K's evidence that he hadn't painted over any stone chips. But my understanding is that it is the presence of the stone chip itself which has caused the paint defect. And, as the repairer was not responsible for repairing the stone chip, it is similarly not responsible for the paint defect. But even if my understanding is incorrect the IA has clearly concluded that the repair was carried out to a reasonable standard. So again I think it was fair for Zurich to act on the IA's expert evidence in concluding that the repairer did not need to do remedial work.

Concerning the rear wheel I note that the IA concluded that no additional work was required. I also note that the audatex report – which is the repair report completed by the repairer – indicates that the wheel was repaired. However, given that Zurich couldn't guarantee that had happened appropriately it offered £150 compensation. My understanding is that prices for alloy wheel refurbishment start from around £50. So £150 should be more than enough to allow Mr K to have the wheel refurbished himself.

So, while it's not clear whether or not the repairer did complete the rear wheel refurbishment successfully, I'm satisfied that Admiral's offer is enough to put things right in the circumstances.

For completeness I'll briefly add that, in response to our Investigator's complaint assessment Mr K has made a number of allegations about the repairer's conduct. For example he said he believes it didn't need to do all of the work included on its bill to Zurich. He's referred to this as 'fraudulent'. He's also referred to discrepancy's over what was said between himself and the repairer. However, as far as I can tell these were not points Mr K explicitly complained to Zurich about. And it has not addressed those points in its final response letter to his complaint. Also they were not matters our Investigator considered in her complaint assessment. So, as it appears Zurich has not had the opportunity to respond to those issues it is not appropriate for me to comment on them here.

It follows that I think Zurich's offer of £150 compensation is reasonable in the circumstances.

My final decision

Unless it has already done so I require Zurich Insurance PLC to pay Mr K £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 6 August 2025.

Joe Scott
Ombudsman