

The complaint

Mr W has complained about Advantage Insurance Company Limited's handling of a windscreen claim under his car insurance policy.

What happened

Mr W had a comprehensive car insurance policy with Advantage, including cover for windscreen damage.

Mr W made a claim for windscreen damage. Repairs, including a replacement windscreen, were carried out by Advantage's agent, who I'll call N, in April 2024.

In May 2024, Mr W complained about the repair. He felt the replacement windscreen was not of a good standard. He said there was damage caused to the scuttle panel and the clips in the cover of the sensors. He said the sensors for the rain and lighting system were not working. Mr W didn't want N to rectify the issues. He obtained his own quote for repairs.

Advantage issued a response in May 2024. It said it used the same windscreen part as Mr W's quote for an original equipment manufacturer (OEM) replacement. It said the advanced driver assistance system (ADAS) calibration in Mr W's quote wasn't covered as Mr W's car only had rain and light sensors, but no camera. It said the appropriate course of action was to allow N to inspect the car, and to discuss further steps based on the findings. Advantage agreed it would replace the cracked scuttle panel and it would check on the light sensor functionality. Advantage also paid Mr W £75 for the distress and inconvenience caused.

Mr W didn't agree so he referred his complaint to the Financial Ombudsman Service. He said Advantage hadn't fitted a like for like part and this meant the technology for lights and window wipers were not working. He said his windscreen was creaking, he was unable to drive at night and the windscreen was affecting visibility when there were oncoming cars. He said he didn't trust N, he felt N could cause further damage and N's agent was rude when he called. Mr W wanted a like for like windscreen, that allowed the car to work as it should.

Our Investigator upheld the complaint. He didn't feel there was evidence to show Advantage used a windscreen of notable lesser quality, and he didn't feel it needed to cover the cost of ADAS calibration. But he felt there had been a breakdown in communication, so Advantage should allow Mr W to seek alternative quotes and reports, and it should pay the reasonable costs for corrective repairs. He said this could include calibration of the light and rain sensors and should only include a replacement windscreen if this was necessary.

Mr W didn't agree and said there was a camera behind the windscreen that needed calibration. He said he was unwilling to pay for a further inspection and would use any money Advantage paid, to repair the faults and damage caused by N.

Advantage also didn't agree. It felt it wasn't required to offer Mr W use of his own repairer, until it had been given the opportunity to fix the issues via N. It felt the best course of action was to allow N the opportunity to rectify the issues.

I issued a provisional decision not upholding this complaint, and I said the following:

“What I’ve provisionally 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 W has provided a lot of information in support of his complaint. I assure Mr W that I’ve taken everything he provided into account. But in this decision I’ve focussed on what I think are the key issues in this complaint. No discourtesy is intended by this, but simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

Issues raised with N’s repair

Mr W raised a number of concerns with N’s repair. Although he’s provided a quote for a full OEM windscreen replacement and ADAS calibration, this is not accompanied by any report or comment on N’s repair, and any resulting issues caused. So, overall, I’m not persuaded Mr W has demonstrated N’s repair caused all the issues he reported.

Mr W raised concerns about the quality of the windscreen used. But I’ve not seen sufficient evidence to persuade me it was of inferior quality, or that a replacement, using an OEM windscreen, is the only way to address issues caused by N’s repair. The terms of the policy also allow Advantage to use parts that aren’t made or supplied by the car’s manufacturer.

On the matter of the ADAS, Mr W said there was a camera behind the windscreen, but I’ve not seen sufficient evidence to persuade me this is likely the case. Advantage provided evidence to show it used the same part that was referenced in Mr W’s quote for an OEM replacement. And the description for this part excludes a front camera. Advantage said it is willing to inspect the concerns raised about the rain and lighting sensors, and I’ve explained below why I think this is fair in the circumstances.

Mr W provided evidence showing damage to the scuttle panel and clips for the sensor covers. Advantage has said it is willing to replace the scuttle panel and cover the cost of damage to the clips, and I think this is fair in the circumstances.

Mr W also raised concerns about damage to the paint on the body of his car, but I’m conscious he first raised this around four months after N’s repair in April 2024. So on balance, I’m not persuaded this was damage caused by N. And I don’t think Advantage can fairly be held responsible for this.

Inspection and rectification by N

Advantage is willing to arrange for N to inspect Mr W’s car, to verify and assess the issues Mr W raised. Advantage said N would then rectify any issues found during inspection.

Where repairs were carried out by the insurer’s approved repairer, and not done to an acceptable standard, or damage was caused during the repair, the Financial Ombudsman Service would expect the insurer to put things right. This can include the insurer arranging for its approved repairer to correct or redo the repairs as necessary. But, for me to direct Advantage to allow Mr W to choose his own repairer instead, I’d need to be persuaded this was fair and reasonable in the circumstances.

Mr W said he doesn't want the car to return to N as he's lost trust in N, is concerned about further damage, and experienced poor service from N's agent during a call. Advantage hasn't been able to provide a recording of the call. But even if the agent had provided poor service, I don't think this would make it unfair for N to inspect the car. Our Investigator said there had been a breakdown in communication, but having reviewed the evidence, I'm not persuaded this means it's unfair for Advantage to arrange an inspection and any rectification, through its agent, in the circumstances.

Although I can understand Mr W's distrust and concerns, I've not seen sufficient evidence to persuade me all the issues he's raised are present and were caused by N's repairs, or N's use of inferior parts. Given the lack of evidence to support Mr W's existing quote, I think Advantage's offer for N to inspect the car is fair in the circumstances. So I won't direct Advantage to do anything different.

Fair compensation

Advantage accepted Mr W's complaint about his poor call with N's agent, on good faith. And having reviewed the evidence, I'm persuaded there were some issues, such as the damaged scuttle panel, that were likely caused by N, which means Mr W will need to return his car for rectification. I think this would have caused Mr W some inconvenience, but I think the £75 Advantage has already paid him is fair, so I won't direct it to do anything else."

Neither party responded to 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.

As neither party has given me anything else to think about, I see no reason to reach a different conclusion to the one I reached in my provisional decision. So I don't uphold this complaint for the reasons I set out in my provisional decision.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 24 December 2024.

Monjur Alam
Ombudsman