

The complaint

Mr and Mrs W complain about the decision made by Advantage Insurance Company Limited to refuse to pay the full costs of a windscreen replacement claimed for on their motor insurance policy. Mr W has been the main point of contact for this complaint and so for simplicity I will refer to him throughout.

What happened

Mr W's car needed its windscreen replaced which he contacted Advantage to arrange. When speaking to the nominated repair company Mr W raised the need for the use of a manufacturer supplied windscreen. He owned the car under a scheme allowing him to trade in the car at a later date and wanted to ensure that manufacturer supplied parts were used. He was told that the policy wouldn't cover using a manufacturer supplied replacement and that he would have to pay the difference between the part offered under his policy and the costs of the manufacturer supplied windscreen. He was told the extra costs and decided to proceed with the appointment for the repair on that basis.

Mr W had felt compelled to proceed with the replacement due to personal commitments which required that the car was repaired immediately. He complained to Advantage on the basis that he didn't feel that it was justified in declining to meet the full costs under the terms of his policy.

Advantage explained that the policy included wording that allowed its nominated repairers to use parts which were not made or supplied by the car manufacturer. Mr W argued that the wording regarding windscreen replacements referred to the use of nominated suppliers but didn't specifically cover this issue and that, as a result, the policy was unclear. When Mr W complained to this service our investigator felt that Advantage was not at fault and was entitled to refuse to meet the additional costs of the repair which Mr W had required. Unhappy with that outcome he has asked that an ombudsman consider his complaint and make a 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 do not uphold this complaint. I will explain why Advantage has not treated Mr W unfairly in how it has followed the policy in dealing with his claim.

In this case Mr W was clearly aware of the implications of proceeding with the replacement on his own terms, requiring that only a manufacturer supplied windscreen be used. He was told the reasoning and the costs he would incur on more than one occasion when speaking to Advantage's nominated repairer before the work went ahead. Mr W does not dispute this.

I believe that Mr W has interpreted the view issued by our investigator as being focussed on Mr W's decision to proceed with the repair and that he did so after being told that he would not be able to claim the full costs. What he argues is that, despite choosing to proceed with

his elected repair and incurring the additional costs, he is entitled to challenge the way that Advantage has interpreted its policy terms and he seeks repayment of those extra costs. He feels that the policy doesn't allow Advantage to act as it has. I agree that he is entitled to make that challenge and have considered his complaint on that basis. But I don't agree that Advantage has acted unfairly.

in several places in the policy there are mentions of repairs and the right of Advantage, through its agents, to use parts that aren't made or supplied by the car's manufacturer. These appear in general comments about repairs on pages 17 and 31 and specifically in relation to windscreen replacement on page 42 which states;

"Section 8 - Windscreen Damage

....Your insurer's nominated repairer may use parts or accessories that aren't made or supplied by your car's manufacturer but are of an equivalent type and quality to those being replaced"

It is therefore evident that the policy terms do give Advantage the right to adopt this approach. In this case, Mr W's arguments that the policy might not be sufficiently clear are negated by the fact that he was told on more than one occasion of this interpretation before choosing to proceed as he did. It cannot therefore be argued that he wasn't aware of this limitation. I understand that Mr W felt that he was in a difficult position. He needed to have the repair carried out quickly and has referenced the issue of an approaching holiday for which he needed the car and his family commitments. But for the reasons explained I do not agree with Mr W that Advantage has acted wrongly or unfairly in how it has interpreted the wording of its policy nor, in fact, do I think that the terms are unclear.

The policy doesn't explicitly state what the insurer's stance would be in a case like this but Advantage appears to take the reasonable approach of requiring payment of only the additional costs rather than refusing to make any contribution. Mr W elected to proceed on that basis and Advantage has not treated him unfairly in its handling of his claim.

My final decision

I do not uphold this complaint against Advantage Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 28 March 2025.

John Withington
Ombudsman