

The complaint

Mr M complains about the quality of repairs that Aviva Insurance Limited made to his car's windscreen following a claim made on his motor insurance policy. He wants the cost of a replacement windscreen and compensation for his time and trouble.

What happened

Mr M's car had a stone chip on its windscreen, and he made a claim on his policy. Aviva's agent assessed this and made a chip repair. Some months later, a crack appeared in the area and Mr M complained. He was directed back to the repairer who said Mr M would have to make a new claim or pay for a replacement windscreen. It said its terms and conditions stated that the chip repair was a temporary fix. Mr M was unhappy with this.

Our Investigator recommended that the complaint should be upheld. She thought that because Mr M had made a claim on his policy, then its terms and conditions applied. These stated that Aviva gave a lifetime guarantee for repairs. Aviva said this included glass repairs and Mr M was entitled to a replacement windscreen at no cost. So the Investigator thought Aviva should pay for Mr M's repair or replacement windscreen at his choice of repairer and pay him £100 compensation for his trouble and upset.

Mr M accepted this. But Aviva disagreed. It offered to replace the windscreen itself, but it agreed to pay the compensation. Mr M said he would accept this if two aftermarket fittings were fitted as part of the replacement.

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.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

I can see that Mr M's policy with Aviva states that any repairs it carries out under a claim on his policy have a lifetime guarantee. Aviva has confirmed that this applies to glass repairs. Mr M had his windscreen repaired following a claim made on his policy. So I think the guarantee applies and Mr M is entitled to a replacement windscreen.

Our investigator recommended that Mr M could have this done by a repairer of his choice or by Aviva. When there is an issue with repairs, we think it's reasonable to give the repairer an opportunity to carry out rectification.

Mr M said he would reluctantly agree with this. And I can see that the relationship between him and the approved repairer has been strained at times. But I think it would be fair and reasonable for Aviva's approved repairer to assess the windscreen and fit a replacement.

Mr M attached a condition to his agreement. He said he wanted two aftermarket items fitted to the new windscreen. He provided photographs of these and I can see that the approved repairer assessed these. It thought one fitting couldn't be transferred to the new windscreen and would need to be replaced. And it thought it wouldn't be able to guarantee the transfer of

the other fitting. So I think Aviva's agent reasonably considered Mr M's request, but it then rejected it for commercial reasons.

Mr M thought that fitting these would restore his position. But this isn't what his policy provides. I've looked at Mr M's policy and I can't see that it covers aftermarket products that a consumer has fitted to their car. So I can't say that Aviva's decision to decline to fit these was unfair or unreasonable. I think it's for Mr M to arrange this if he wants to fit them to his new windscreen.

Aviva agreed to pay Mr M £100 compensation for the trouble and upset caused in this matter. I think Mr M could reasonably expect the repair to be carried out correctly the first time around. So he's had the inconvenience of arranging further repairs. Then I think he was wrongly told that he would have to pay for the replacement himself or make a new claim on his policy. And I think he had to press his case to reach a fair and reasonable resolution. I think £100 compensation for the impact of these errors is fair and reasonable as this is in keeping with our published guidance.

Putting things right

I require Aviva Insurance Limited to do the following, as it's already agreed to do:

1. Carry out a full windscreen replacement on Mr M's car (without refitting the two aftermarket products).
2. Pay Mr M £100 compensation for the trouble and inconvenience caused by its handling of his claim.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require Aviva Insurance Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 21 March 2022.

Phillip Berechree
Ombudsman