

The complaint

Mr N complains about the repairs that Admiral Insurance Company Limited made to his car's windscreen following a claim made on his motor insurance policy. He wants it to reimburse his costs and compensate him for the time he couldn't use his car.

What happened

Mr N's car's windscreen was chipped and so he made a claim on his policy for its repair. But Mr N said Admiral's agent made the damage worse and the car was undrivable. It couldn't arrange for a replacement for a month. Mr N wanted to go on holiday. So Mr N had the replacement done privately for £927.12. Admiral's agent said a chip could develop into a crack during repair and it wasn't responsible for stock shortages.

Our Investigator recommended that the complaint should be upheld. He thought it was unreasonable for Admiral to expect Mr N to wait a month for the replacement to be made. He thought its agent had caused the further damage. And so he thought Admiral should reimburse Mr N his costs less what he would have had to pay the repairer. And he thought it should pay Mr N £100 compensation for his trouble and for not being able to use his car.

Admiral replied that its agent's Terms of Business, which Mr N had accepted, stated that there was a risk of the repair causing a crack, and it wasn't responsible for this happening. It said the replacement was available and an appointment offered before Mr N was due to go on holiday. But Mr N had cancelled this and had the replacement done privately.

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 N was unhappy that the technician had caused the chip to develop into a crack and then the delays in replacing the windscreen.

I've seen the agent's Terms of Business. These were sent to Mr N when his appointment for repair was confirmed. These state:

"3. In the course of repair, glass may crack beyond repair through no fault of our technician. You acknowledge that risk. If that happens, we will ask if you would like us to replace the glass. If you wish to proceed with replacement, you agree that paragraph 4 below shall apply to that service. We will take into account any excess you may have already paid to us."

I think Mr N, by accepting the appointment, accepted the risk. And so I can't reasonably hold Admiral's agent responsible for the further damage to the windscreen.

Admiral's agent said it wasn't able to then offer an appointment for the windscreen replacement due to stock shortages at the time. It said that when the product became available, it was able to offer an appointment prior to Mr N's holiday. But Mr N said the appointment was offered for five days after they had left for their holiday. And I can see that this is confirmed by Admiral's file.

Admiral said it was Mr N's choice to go direct to the main dealer. It thought the delays were outside of its control. I can see that in Mr N's policy booklet under Windscreen Damage, it is stated:

"If there is no glass available and it cannot be reasonably sourced, we will pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs."

I've also looked at the timeline to see if the replacement was made within a reasonable time. The first appointment was on 25 June 2022. Mr N was then warned that it could take between 7 and 10 days to source the glass. But it was 17 days before Admiral's agent called Mr N to make an appointment when it had sourced the glass. And the appointment it offered was a further 8 days later, making it 25 days in total.

Mr N had explained that he was without a car and needed the repair to be made so he could go on holiday. And I can see that Admiral tried to expedite matters by seeing if the agent could use glass from a main dealer. But the agent didn't have a technician available to do this before Mr N was due to leave for his long-booked holiday. And Admiral didn't authorise a replacement to be made at the main dealer's, as it could have done.

So I'm satisfied that the replacement glass wasn't reasonably sourced. And I think the delay in making the repair was unreasonable. And so I think, in keeping with the policy's terms and conditions, Admiral should reimburse Mr N for the cost of the windscreen replacement, less the applicable policy excess.

Mr N has already provided an invoice showing that this cost was £927.12. I can see that the policy excess for a windscreen replacement is £115. So I think Admiral should reasonably reimburse Mr N £812.12. And, as this matter has caused Mr N trouble and upset as he was without his car, I think Admiral should reasonably offer him £100 compensation. I think this is in keeping with our published guidance for the level of impact caused by Admiral's handling of the claim.

Putting things right

I require Admiral Insurance Company Limited to reimburse Mr N £812.12 and pay him £100 compensation for the distress and inconvenience caused by its level of service.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 2 December 2022.

Phillip Berechree
Ombudsman