

The complaint

Mrs E complains about the quality of a car windscreen Admiral Insurance (Gibraltar) Limited (Admiral) replaced following a claim on her car insurance policy and about the effect this had on her.

Mr E, a named driver on Mrs E's policy, has at times dealt with Mrs E's claim, so I'll also refer to him in this decision.

Admiral is the underwriter of Mrs E's policy, so it's her insurer. But part of this complaint concerns the actions of an agent of Admiral's. As Admiral has accepted it's accountable for the actions of its agent, references to Admiral include the actions of its agent.

What happened

Mrs E notified Admiral of a crack in her car windscreen. Admiral replaced it with a windscreen made from "stock glass", rather than "original equipment" or "OE" glass (that is, glass from the original supplier used in the manufacture of Mrs E's car).

Shortly afterwards, Mrs E told Admiral there was a loud noise coming from the windscreen and the glass was distorted. Admiral inspected the windscreen and found there was a technical fault with the glass.

Admiral told Mrs E it would fit another replacement windscreen, which it said would also be of "stock glass", since that's what her policy entitled her to. Because of her experience with the first replacement, Mrs E said she wanted OE glass. Admiral said it would only fit OE glass if Mrs E agreed to pay the difference in cost between OE and stock glass.

Unhappy with this, Mrs E paid to have the replacement windscreen inspected by the car's manufacturer. It said some of the trims weren't fitted correctly and could "*come off at any time*" or let water into the car and affect the electrics. It also said the replacement windscreen was "*non-genuine*".

Following the inspection by Mrs E's car's manufacturer, Admiral agreed – as a gesture of goodwill – to replace the windscreen with one made with OE glass.

Mr E and Mrs E complained to us that Admiral had done a "*terrible job*" with the windscreen replacements and had left them with a car that wasn't roadworthy. They say this caused stress and financial loss.

The investigator who looked at Mrs E's complaint upheld it. He recommended Admiral pay Mrs E £530 for the loss of use of her car for the 53-day period between the first and second replacement windscreens being fitted. He also said Admiral should reimburse the cost of the car manufacturer's inspection.

Admiral disagrees with our investigator's findings. It says it could've fitted a second replacement windscreen when Mrs E initially reported the fault with the first one but she

turned this down because she wanted OE glass, which her policy didn't entitle her to. So Admiral doesn't think it should pay Mrs E for the loss of use of her car.

Mrs E's complaint has therefore now come 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.

Having done so, I've decided to uphold Mrs E's complaint. I'll explain why.

Mrs E's car insurance policy covered her for the repair or replacement of broken glass in her car's windscreen. It also said if Admiral needed to replace any glass, it could use glass that wasn't from the car's manufacturer, as long as it was of a similar standard and quality.

Admiral's position is that it offered Mrs E a second replacement windscreen made from stock glass *"multiple times and the customer has declined booking an appointment each time, advising they will only accept OE"*. And it says Mrs E didn't *"qualify"* for OE glass because of the terms of her policy, which I've set out above.

Mr E and Mrs E say they refused to allow Admiral to fit a windscreen made of stock glass because of *"fear of them causing further damage to our car"*, which they describe as *"not usable and not fit for purpose."* They also say: *"We have completely lost confidence in [Admiral] and their ability to resolve the issues and the issues surrounding using less superior glass to what was originally installed in the vehicle."*

Admiral doesn't dispute the first windscreen it fitted, made from stock glass, was faulty. It says this was a fault with the individual windscreen and not a wider issue. I don't know if Admiral explained this to Mr E and Mrs E. But, even if it did, I can understand why Mr E and Mrs E wouldn't be confident having a windscreen made from "stock glass" fitted to the car a second time – as they say, they feared there'd be further damage to the car. Also, the car's manufacturer, in addition to highlighting faults with the fitting of the first replacement windscreen, described the glass as *"non-genuine"*. I think this would've made Mr E and Mrs E feel even less confident about having another windscreen made from stock glass fitted. So, in the particular circumstances of this complaint, I don't think it was unreasonable of Mrs E to refuse to accept this.

In the end, and very shortly after Mrs E's car was inspected by the car's manufacturer, as I've mentioned, Admiral agreed to replace the faulty stock glass replacement windscreen with one made from OE glass. And the second replacement windscreen was fitted a couple of weeks later.

In the circumstances of this complaint, I think Admiral was right, second time round, to replace Mrs E's car windscreen with one made from OE glass. But it wasn't until after the manufacturer's inspection that it agreed to do this. Mrs E has said consistently that, until the second replacement windscreen was fitted – which was a number of weeks after the first faulty replacement – she didn't have the use of her car. She says she has two small children and didn't want to risk driving with a faulty windscreen, which I can fully understand. And she says Admiral also confirmed that, if she drove the car with the faulty windscreen and had an accident, her insurance wouldn't cover her. Mr E and Mrs E say they can't *"stress enough the financial and stressful impact"* not having the use of the car had on them.

In a phone call with our investigator, Mr E said he and Mrs E didn't have the use of the car from 25 July 2022 until 16 September 2022, a period of 53 days. And not being able to use

the car is something Mr E and Mrs E frequently referred to when they contacted Admiral during Mrs E's claim. I can understand that not having her car for this length of time had a serious impact on Mrs E. So I think it's fair and reasonable for Admiral to pay her compensation of £10 a day from 25 July 2022 until 16 September 2022 for the loss of use of her car.

I also think it's fair and reasonable for Admiral to reimburse Mr E and Mrs E the fee they paid of £78 to get the first faulty windscreen inspected by the car's manufacturer. Our investigator has sent Admiral a copy of the invoice for this inspection and proof it's been paid.

My final decision

For the reasons I've given, I uphold Mrs E's complaint and direct Admiral Insurance (Gibraltar) Limited to pay Mrs E:

- £10 a day to compensate her for the loss of use of her car from 25 July 2022 to 16 September 2022, a period of 53 days.
- £78 to reimburse the cost of the car's manufacturer's inspection. Admiral Insurance (Gibraltar) Limited should pay simple interest on this amount at the rate of 8% a year from the date the invoice was paid to the date of payment by Admiral.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 12 April 2023.

Jane Gallacher
Ombudsman