

## **The complaint**

Mr C complains that Advantage Insurance Company Limited (Advantage) hasn't handled his claim on his car insurance policy for a replacement windscreen fairly.

## **What happened**

Mr C had a car insurance policy that included cover for repairing or replacing his windscreen if it was damaged.

Mr C says his windscreen developed a long hairline crack when it was hit by stone chips from a passing car. When inspecting this damage, Mr C says he also noticed some non-incident related corrosion on the central and rear parts of the car's roof gutters. Mr C was told by the dealership he got to look at the corrosion that this damage was covered by his warranty.

On 12 July, Mr C took his car in for the corrosion to be repaired. He was told it would take three to five days but Mr C says it turned out there was significantly more involved work in the repairs than his repairer had initially thought – so they took longer than planned.

On 26 July, Mr C's repairer told him his windscreen needed to be removed and then refitted before some paintwork could be finished. Mr C says this hadn't been apparent when the car went in. Because the windscreen was cracked, Mr C's repairer couldn't remove and refit it, it needed to be replaced.

On 27 July, Mr C contacted Advantage's windscreen repair service but was told it would be two weeks before a replacement windscreen could be fitted. Mr C says he spent a lot of time that day speaking with Advantage and its agents in an effort to find an earlier date. He was told one of Advantage's agents would liaise with his repairer about a date but it seems this didn't happen.

On 28 July, Mr C's repairer said it could fit the new windscreen if Mr C got insurance approval or paid for it himself. When Mr C asked Advantage for approval, it refused. It said if Mr C used his repairer to replace the windscreen, under the terms of his policy, he'd be liable for all costs beyond the first £95 because his repairer wasn't one of Advantage's approved repairers. At this point, Mr C says he made a complaint to Advantage.

On 2 August, having heard nothing about his complaint, Mr C says he contacted Advantage and was told his complaint hadn't been logged when he'd called on 28 July. I understand the complaint was logged on that day.

Mr C says when his repairer offered a reasonable price and timescale for fitting the windscreen (which would also enable it to complete the rest of the work on Mr C's car), he told it to go ahead.

On 5 August, Advantage emailed Mr C saying his car had been booked in for a windscreen replacement with one of its partners on 12 August. It said its partner had tried to contact Mr C twice to confirm the arrangements. Advantage acknowledged the wait time was still

longer than it expected – it said this was because there was high demand nationally – and offered Mr C £50 for the distress and inconvenience this had caused him. Advantage says Mr C didn't respond to its email or to the phone calls its partner made to him.

Mr C was unhappy with Advantage's response and so brought his complaint to us. He'd like Advantage to pay for his replacement windscreen (which cost £350), minus his policy excess. Among other things, he says the process of trying to get the windscreen replaced was unnecessarily stressful and more hassle than it should've been.

The investigator who looked at Mr C's complaint upheld it. He said Advantage knew Mr C's car was at his repairer's and that the paintwork could only be finished once the windscreen had been replaced. So he didn't think Advantage had treated Mr C fairly by offering him an appointment that was two weeks away. He recommended Advantage pay Mr C's claim of £350 (minus his £85 policy excess) and increase its compensation payment to £100 for the distress and inconvenience it had caused Mr C.

Advantage disagreed with our investigator's findings. It said (among other things):

- Mr C was correctly advised by Advantage that, if his windscreen wasn't replaced by one of its approved repairers, it would cover only £95 of his costs (after his excess had been paid). It said this was part of the terms and conditions of Mr C's policy.
- Mr C contacted its customer care team on 2 August and was able to register a complaint over the phone with one of its representatives on that day. It says the following day it confirmed a replacement windscreen appointment for 12 August (brought forward from 23 August), which it doesn't think is unreasonable.
- It attempted to contact Mr C on 3 and 4 August and also sent him a letter by email, none of which he responded to, so Mr C was unreachable even if an earlier appointment had been available.

In my provisional decision of 28 November 2022, I explained why I intended to uphold one part of Mr C's complaint but not the other. Mr C has given me some comments on my provisional decision. Advantage hasn't responded to it. So Mr C's complaint has now come to me for a final 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.

Having done so, I've decided to uphold part of Mr C's complaint. I think it's fair and reasonable for Advantage to pay Mr C £100 for the distress and inconvenience its handling of his claim has caused him. But, on balance, I don't think it would be fair and reasonable to direct Advantage to pay the whole cost of replacing Mr C's windscreen (minus his policy excess). I explained my thinking in my provisional decision, as follows:

*"Mr C's car insurance policy says limited cover for windscreen damage may apply if he doesn't use his insurer's approved repairer – that is, a garage or repairer from the insurer's approved network. And Mr C's certificate of insurance has a section headed "windscreen excesses" which says (among other things) if his windscreen is replaced and he doesn't use one of Advantage's approved repairers, the most it will pay is £95, with Mr C paying an excess of £85. It's not unusual for insurers to say repairs should be carried out by one of its approved repairers. And I don't think there's anything unreasonable about limiting cover in the way Advantage has if a consumer chooses to use an unapproved repairer."*

*It's not disputed Mr C had his windscreen replaced by an unapproved repairer. And it's clear he knew this meant his policy cover was limited because, when he'd asked Advantage to approve the whole windscreen replacement cost, it had refused on the basis of the policy terms and conditions. Mr C's argument, though, is that in the particular circumstances of his case, the timeframe Advantage gave for replacing the windscreen wasn't reasonable. To be able to continue his other car repairs, he says he had to use his repairer to replace the windscreen – so he thinks it's only fair Advantage should cover the whole replacement cost.*

*Our approach to claims for windscreen damage is we expect an insurer to arrange for a windscreen to be replaced (or repaired) within a reasonable time. That's because it's potentially dangerous for someone to drive with a damaged windscreen. So, if there's been a delay, we expect an insurer to have a good explanation for it.*

*In Mr C's case, it was a week after he first made his claim that Advantage gave him a date for replacing his windscreen – which was then another week away. Advantage has given two different reasons for the time it took to give Mr C a date. One is that there was high national demand. The other is that the glass would need to be sourced, ordered, delivered and then a fitter arranged. Advantage has given no evidence to support either of these statements.*

*On their own, and given the seeming disparity between them, I don't find Advantage's statements a compelling explanation for the delays Mr C experienced. Advantage says its windscreen repair/replacement service isn't an emergency service. But, as I've said, our approach is it should be available with a reasonable time. From what I've seen, I think it took Advantage too long to give Mr C an appointment in the first place – and this only happened after he'd made a complaint. In this case, I don't think Advantage has shown the date itself – two weeks from when Mr C first notified it of his claim – was within a reasonable time.*

*Of course, I have to bear in mind Mr C's car was already with his repairer – so the potential danger to himself and others from driving it was removed. Even so, it's clear from what Mr C says that the way Advantage handled his claim – its delay in giving him a date to replace his windscreen and the date he was eventually given being some time after he first claimed – caused him distress and inconvenience. Mr C says he spent over two hours on hold trying to get through to Advantage and its agents and "countless more" hours chasing it "to uphold [its] end of the contract". Mr C's frustration with the situation is obvious. Because of this, I intend to direct Advantage to pay Mr C £100 (rather than the £50 it has already offered) for the distress and inconvenience its handling of his claim has caused him.*

*It's possible Advantage's delay also meant it took longer for the corrosion repairs to Mr C's car to be completed. But since Mr C didn't collect his car from his repairers until towards the end of August, from what I've seen so far I'm not sure how likely this is. I wouldn't have thought finishing off some paintwork after the windscreen was replaced would take weeks.*

*Mr C says he'd like Admiral "to treat the self-funded windscreen fitting as equivalent to using their approved fitter". From what I've seen so far, I don't think that would be fair and reasonable. Mr C chose to take his car to have the corrosion repaired before he notified Advantage of the windscreen damage – so, at that point, a replacement windscreen doesn't seem to have been his priority. And, while I can understand why Mr C chose to have his repairer replace the windscreen later on, I think this was ultimately his choice made for his and his repairer's convenience – and not one that Advantage forced on him. Also, he made his choice in the knowledge his policy didn't cover him for the windscreen cost beyond the first £95."*

*As I've mentioned, Mr C has given us some comments on my provisional decision. In response to Advantage's statement that he didn't reply to its email or its partner's phone*

calls, Mr C says Advantage's email didn't ask for a response. And Mr C says he tried to phone its partner on 5 August but failed to get through. I accept what Mr C says about these things.

Mr C says, in response to my comment that I wouldn't have thought it should take weeks for his repairer to finish off some paintwork on his car, that the work was more involved than my comment suggests. Again, I accept what Mr C says here.

Mr C also says that, on 3 August, Advantage emailed him asking him to get quote for a replacement windscreen that it knew was coming from a non-approved repairer. He says if it was never going to consider the quote, this was both a pointless and a misleading exercise. I don't know why Advantage would've asked Mr C to do this. But, as I've said, I think the policy wording is clear about the limit on liability that applies where a policyholder uses a non-approved repairer. So Mr C's comment doesn't change my conclusions on this part of his complaint.

A final point Mr C has mentioned is that Advantage hasn't reimbursed him the £95 it's liable to pay him for using an unapproved repairer. As I've already said, Mr C's certificate of insurance says if he doesn't use one of Advantage's approved repairers to replace his windscreen, the most it'll pay is £95. I've seen a copy of the invoice from Mr C's repairer showing the replacement windscreen cost £350. I've also seen a copy of Mr C's credit card receipt for payment of that amount (both of which I attach to this final decision). If Advantage hasn't yet reimbursed Mr C £95, which is the limit of its liability under his policy for replacing his windscreen using an unapproved repairer, it should do so.

### **My final decision**

For the reasons given in my provisional decision (which now form part of this final decision), I uphold Mr C's complaint and direct Advantage Insurance Company Limited to:

- Pay Mr C him £100 for the distress and inconvenience its handling of his claim has caused him.
- Reimburse Mr C £95 towards the cost of his replacement windscreen, if it hasn't done so already.

Advantage Insurance Company Limited must pay both sums within 28 days of the date we tell it Mr C has accepted my final decision. If it doesn't, Advantage Insurance Company Limited must pay simple interest on both amounts at the rate of 8% a year from the date of my final decision to the date of payment. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 15 February 2023.

Jane Gallacher

**Ombudsman**