

The complaint

Mr G complains about the way Haven Insurance Company Limited has settled a claim under his motor insurance policy.

What happened

In July 2022, Mr G made a claim under his motor insurance policy for a replacement windscreen. He was put in touch with a third-party repairer, who I'll refer to as "A".

After A had replaced the windscreen, Mr G found that it didn't have the manufacturer's artwork on it. He raised a complaint on the basis that A had told him the windscreen would be a like for like replacement. He said the windscreen didn't match the other window glass on the vehicle and this would impact its value.

Haven didn't uphold the complaint. It said Mr G hadn't specifically mentioned the artwork or that he wanted an Original Equipment Manufacturer (OEM) screen and, if he had, A would've informed him of the additional cost of £272. It has offered to replace the screen provided Mr G pays this amount.

As he wasn't happy with this response, Mr G brought his complaint to our service. Our investigator was satisfied that Haven had made a fair offer to replace the windscreen on receipt of the additional cost. As Mr G didn't agree, the complaint has been passed 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.

Mr G's motor insurance policy has the following condition:

"Where we or another repairer carry out work on your car, parts and accessories (including green recycled parts) that are not made or supplied by the vehicle manufacturer but are of similar type and quality, may be used."

I'm satisfied the policy terms are clear that Haven has a choice on how it wishes to settle a claim, and that it may choose to use non-OEM parts.

Mr G says he was told by A that it would be a like for like part. I've listened to this call and the advisor says:

"It will be like for like so whatever you've got in there now, it will be the same again going in. Whatever it came off the factory floor with, is what we'll replace it with."

After this, the conversation changes to how the crack in the windscreen occurs. Mr G believes the call recording has been tampered with due to the sudden change of conversation.

In any event, from the quote above I think it's reasonable for Mr G to assume it was going to be an OEM part and that it would have the artwork. Whilst Haven say Mr G should've specifically mentioned the artwork and specifically asked for an OEM, I'm not sure he had cause to when the advisor said it would be the same part it left the factory with. And Mr G isn't the windscreen expert here, A are – so it's fair for him to rely on what they told him.

But where I find that a business has done something wrong, my role is to ensure the customer is put back in the position they would've been in had everything been done correctly. It isn't to fine or punish the business for a mistake or, in this case, a miscommunication.

If A had done everything correctly, it would've informed Mr G that this was an aftermarket part and not an OEM. This would've prompted Mr G to ask more questions and on doing so, he would've realised this wouldn't include the artwork that the original had. He would've been informed of his option to have an OEM part but that he'd have to pay an additional cost of £272 for it.

As such, I'm satisfied Haven's offer to replace the windscreen on receipt of the additional cost is fair. I say this because Haven has already settled the claim and it will have to bear the additional cost for A to do the work, and Mr G will only pay for the OEM windscreen which he would've always had to pay for – therefore putting Mr G back in the position he would've been in had nothing gone wrong. So I don't think Haven needs to do anymore here.

My final decision

Haven Insurance Company Limited has already made an offer to replace Mr G's windscreen with an OEM part on receipt of the additional cost. I think this offer is fair in all the circumstances.

So my decision is that Haven Insurance Company Limited should take this action should Mr G decide to pay the additional cost of £272.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 February 2023.

Sheryl Sibley
Ombudsman