

## **The complaint**

Miss H complains about how Advantage Insurance Company Limited (“Advantage”) handled a claim for windscreen replacement under her motor insurance policy.

## **What happened**

Miss H has a motor insurance policy with Advantage covering her specialist sports car.

In June 2020 Miss H noticed that her windscreen had been damaged and she made a claim. Advantage sent a national contractor, who I’ll refer to as N, who replaced the windscreen.

In December 2020, Miss H noticed some water was leaking into the car. She poured water on the windscreen and it leaked through to the inside.

N inspected the windscreen and it was damaged in the process of attempting to repair the installation. So N replaced it again. But Miss H noticed that the interior of her car was still getting wet following a heavy rainstorm in July 2021.

Miss H also said she could see that the car’s trim was damaged which she thought was due to its repeated removal, so she complained about this to Advantage. She also complained to Advantage that the leak and repairs had caused damage to part of the car’s systems including the GPS antenna which is closely linked to the windscreen.

Advantage agreed to pay for the car’s manufacturer to inspect the car’s windscreen. The manufacturer, who I’ll refer to as P, produced a report in September 2021 saying that it couldn’t definitively find the source of the leak.

P also found some damage had occurred to some parts that needed careful handling when the windscreen was been removed, and it replaced them. The inspection and associated replacement work, which included the GPS antenna, was paid for by Advantage at a cost of about £1,100.

Advantage said it thought P’s report clarified that the windscreen was fitted properly.

The leak continued and Miss H asked Advantage to pay for a more specific report. Advantage wouldn’t pay for any further reports. Advantage offered Miss H £30 compensation for its poor handling of her complaint.

Miss H remained unhappy and brought her complaint to this service. She asks that the windscreen is replaced by another company, and the trim and electrical issues rectified. She also asks for an apology for the way her claim has been handled over two years, and compensation for her stress and inconvenience.

Our investigator looked into Miss H’s complaint and upheld it. She said she thought Advantage should pay for another report, because the report P produced didn’t explicitly say whether the leak was from the windscreen, or elsewhere.

Advantage didn’t agree with the investigator’s view. It said Miss H could pay for a further

test, and it would refund her if the windscreen was found to be the cause of the leak.

Because Advantage didn't agree with the view, it has been passed to me for a final decision.

I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

*Miss H's complaints have been dealt with separately by this service, but having read the file, I think it's fair that I deal with all of the aspects together as I reasonably think they are linked. I say this because it's evident that the car hadn't leaked in the first six years of Miss H's ownership, and this only began after the first windscreen replacement.*

*I'm issuing this decision on a provisional basis because I've included Miss H's other complaints within this one. I'd ask both parties to review this decision and provide feedback on it.*

*Having considered all of the evidence, I'm intending to uphold Miss H's complaint, and I'll explain why.*

*I can see from Miss H's evidence that the leak became noticeable about six months after the replacement windscreen was fitted by N. Miss H was able to confirm the leak by pouring water on it, which would seem to confirm that the new windscreen hadn't been fitted correctly. I can see from the file that Advantage has accepted this.*

*The leak after the second replacement windscreen also seems to have started about 6 months after it was fitted, again by N.*

*It seems to me that N's work on the windscreen reasonably caused the leak.*

*Advantage then paid for P to investigate the leak and repair some of the damage that had been caused by N, which I think is fair and reasonable.*

*But P's report didn't definitively identify the source of the leak, and water continued to come into the car.*

*Generally, the burden of proof lies with a claimant to show they've suffered losses covered under the policy. It's Advantage's contention that it's reasonable to expect Miss H to look into this further and establish what has actually happened.*

*But, given that I've said above that I think N reasonably caused the leak, I also think it's reasonable that Advantage continue to take responsibility for it. I don't think it's fair of Advantage to pass that burden back to Miss H.*

*Miss H has provided extensive supporting information to this service and I thank her for her efforts.*

*She has obtained quotations from P for the replacement of the damaged trim, another from P to replace the windscreen, and a third from a specialist windscreen replacement company.*

*Miss H says she would prefer the specialist company to carry out the work on the windscreen for a cost of £1,351.75, rather than P at a lower cost of £1,034.15.*

*She says this because P uses a national contractor to carry out its windscreen work and, given the history of the case with N, she believes the specialist company would carry out the work to a better standard and with a longer guarantee than P's contractor.*

*I've thought carefully about this. From the evidence I have, I think it's reasonable that Miss H is able to choose the specialist contractor to carry out the work to replace the windscreen.*

*I say this because I can see that N twice failed to carry out the work correctly, and even though P would use a different national contractor, I'm aware anecdotally that work on this particular type of car is complex and the specialist is, on the balance of probabilities, best placed to assess and carry out the work.*

*Using this same approach, I also think it's reasonable that P replaces the damaged trim. I appreciate that Advantage may be able to use its own contractors to save costs, but given that the damage has reasonably been caused by using non-specialists, I think it's fair that P carry out this work and Advantage pay for it.*

*It's clear to me that Miss H is very much attached to her car and that Advantage's claims handling has caused her distress over an extended period. She has talked about having to remove water and condensation from the car when she wishes to drive it which is clearly inconvenient. I've thought about the amount of compensation this service would award in situations like hers, and I think a figure of £150 is appropriate. This figure is in addition to the £30 Advantage has offered her for its complaints handling.*

*In later correspondence, Miss H also mentions that damage may have already been caused to the windscreen surround from the work done by N. She'd like me to consider this point in my decision. But I'm not able to consider this here because I'm only able to provide decisions on complaints that have been already made to Advantage.*

*So, if further damage is discovered, then Miss H can potentially make a further complaint to Advantage and this service in due course if she remains unhappy with its response.*

## **Responses to my provisional decision**

Advantage said it had nothing to add to my provisional decision. Miss H responded and agreed with my findings. She asked whether I would reconsider the amount of compensation I awarded because of the stress, inconvenience and lost time over the course of the claim. She points out she's continued to pay her insurance premiums and kept the car taxed.

## **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.

I've considered Miss H's point about increasing the amount of compensation awarded to her following the disruption to her life and the stress it's caused. Firstly, the costs of owning the car are effectively fixed whether or not the car was used, so it's not something I can take into consideration in this decision.

I've thought carefully about the length of time Miss H's ownership has been disrupted by Advantage's poor repairs and the impact it's had on her.

But it's necessary for me to balance this impact with my findings that will mean she receives a new windscreen, associated parts and replacement trims. These will be fitted by the manufacturer and one of the leading contractors in the particular field.

What this means is that the relevant parts of Miss H's car will be significantly 'bettered' as a result of my decision. Taking everything into account, I think the compensation I've awarded at £150 (in addition to the £30 for its poor complaints handling) is fair and I'm not going to

ask Advantage to pay more.

### **My final decision**

My final decision is that I uphold this complaint. I require Advantage Insurance Company Limited to pay:

- The cost of P replacing the trim at £1,487.23.
- The cost of the specialist windscreen replacement company to replace the windscreen at £1,315.75.
- £150 compensation for Miss H's distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 24 May 2023.

Richard Sowden  
**Ombudsman**