

The complaint

Mr S has complained that Advantage Insurance Company Limited unreasonably refused to repair the scratches on his car following the vandalism to his car in breaking the rear window under his motor policy.

What happened

Mr S' car was parked in a carpark and when he returned his rear window was smashed in with further damage to the side window and the glass caused scratches to his paint bodywork. He made a claim direct to the windscreen repair agents as directed to do under his policy.

The windows were repaired but Advantage said Mr S would need to pay a further damage excess to have his body work repaired. Mr S said this wasn't what the policy wording said. As Advantage wouldn't change its stance Mr S brought his complaint to us. The investigator was of the view that his complaint should be upheld, and that Advantage should repair the scratches to the bodywork under the window damage excess too. He also thought Advantage should pay a further £100 compensation in addition to the £50 it had already paid Mr S.

Advantage didn't agree so Mr S' complaint has now 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.

Having done so I'm upholding this complaint along the same lines as those of the investigator. I'll now explain why.

First, I would like to thank Mr S for his very cogent explanation of the issues in this complaint, which made things so much clearer and concise. The policy term at issue is the following:

*'Section 8
Windscreen damage*

What's covered

If you have comprehensive cover your Insurer will pay to replace or repair broken glass in the windscreen or windows of your Car and repair any scratching to the bodywork caused by the broken glass.

Making a claim under this section won't affect your no claims discount, as long as you're not also claiming for any other loss or damage to your Car.

Your Insurer's Nominated Repairer may use parts or Accessories that aren't made or supplied by your Car's manufacturer but are of an equivalent type and quality to those being replaced.

What's not covered under section 8:

- *Any other glass forming part of your Car including sunroofs, panoramic roofs or panoramic sunroofs, where the roof glass is a separate unit to the windscreen glass*
- *Any windscreens or windows not made of glass*
- *Replacement of the hood/roof structure of a convertible or cabriolet Car*
- *A repair or replacement cost that's more than the Market Value of your Car at the time of loss (less any Excess).*

Additional charges or limited cover may apply if the repair isn't carried out by your Insurer's Nominated Repairer.

You have to pay an Excess for windscreen, windows and glass repairs or replacement – see your schedule of insurance and Certificate of Motor Insurance for more details.'

I consider it's clear that any claim for windscreen or window damage includes any consequent scratches to the body work of the car. The term above clearly says this.

Therefore, I don't consider Advantage was correct in its interpretation that as the windscreen repairer couldn't also repair the bodywork scratches that meant a further damage excess needed to be paid by Mr S. I think that approach is unfair and unreasonable given the preciseness of the wording in this term. Advantage given it decides on how to express the terms in its policy, isn't permitted to depart from what the term actually says.

Consequently, Advantage now needs to assess the scratches on Mr S' car including any deterioration given the delay in doing so earlier and repair them properly.

This obviously caused Mr S some considerable inconvenience and trouble, so I think it's right Advantage pays him further compensation. I consider the investigator's view of an additional £100 to be fair and in line with what I would have awarded had he not suggested it. I appreciate Mr S' thoughts that potentially that could be increased considering Advantage didn't accept the investigator's view, but our awards of compensation are not intended to punish or fine the business, merely to compensate the consumer for the trouble and upset caused. Therefore, I remain of the view that the further £100 compensation is fair and reasonable in these circumstances.

My final decision

So, for these reasons, it's my final decision that I'm upholding this complaint.

I now require Advantage Insurance Company Limited to do the following:

- Assess the damage to Mr S' car from the broken glass and repair them including any deterioration given the delay.
- Pay Mr S a further sum of £100 compensation to the £50 already paid or offered ensuring Mr S receives a total of £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 November 2023.

Rona Doyle
Ombudsman