

The complaint

Mr C complains about how Aviva Insurance Limited handled a windscreen claim on his motor insurance policy. He wants compensation and replacement of the windscreen with a genuine part.

What happened

Mr C's car's windscreen was damaged, and he made a claim on his policy. Mr C was unhappy that it took 11 days for the windscreen to be replaced by Aviva's agent and he couldn't use his car during this time.

He was also unhappy that Aviva would only pay £50 towards having the windscreen replaced by a non-approved repairer. And he was unhappy that Aviva hadn't used a genuine manufacturer's part. He said it was shortly afterwards chipped by a small stone.

Aviva's agent apologised for the delay in making the replacement. But Mr C didn't receive a response to his complaint about the replacement windscreen's quality. Aviva later offered to repair the windscreen chip and to pay Mr C £150 for not responding to his complaint.

Our Investigator recommended that the complaint should be upheld in part. He thought Aviva was entitled by the policy's terms and conditions to use non-genuine parts. He didn't see evidence that this was unsafe.

He thought Aviva's contribution towards a replacement made by a non-approved repairer was in keeping with the policy's terms and conditions. And he thought 11 days to make the replacement wasn't unreasonable. But he thought Aviva's offer to pay for the stone chip repair and £150 was fair and reasonable compensation for it not responding to Mr C's further complaint.

Mr C replied that he accepted the replacement had been made in keeping with the policy's terms and conditions. But he thought Aviva could have done more and that its communication was poor. He said he would accept the £150 compensation but wanted the windscreen replaced by Aviva's agent.

Aviva agreed to do this in order to resolve the complaint if Mr C would make a new claim and pay his policy excess which it would then reimburse.

But Mr C replied that he didn't want a further claim on his record. He also thought Aviva should have done more to make the repair when first reported. He said his partner's insurer had sanctioned the use of a non-approved repairer with the normal excess. So, as Mr C didn't accept Aviva's offer, the complaint has 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.

I can understand that Mr C felt frustrated that it took 11 days for his windscreen to be replaced. During this time he looked for alternatives and found a repairer which could replace his windscreen within a day. But Aviva would only pay £50 towards the £550 cost.

Mr C felt this was unduly rigid and told us another insurer had allowed his partner to use a non-approved repairer but to pay just the normal policy excess.

I can't comment on what the other insurer did for Mr C's partner as this complaint is about Aviva. Mr C thought Aviva's stance about offering just £50 towards a non-approved repairer's charges was unusual. He thought it should just charge a higher policy excess. I agree that some insurers do this. But it's not my role to tell Aviva what terms and conditions it should set, but to see that they are applied fairly and reasonably.

Mr C thought this policy term was hidden. But he's provided us with the policy schedule and I can see that the limits for replacements by non-approved repairers are clearly set out there. Mr C would have agreed to these terms and conditions when he took out his policy. So I can see no reason why Aviva shouldn't rely on them.

Mr C thought 11 days to make the repair was excessive. I can see from his account that he was firstly offered a repair within seven days, but at a more distant repairer. He told us that the police advised him that his car was unroadworthy. So I can understand that he wouldn't want to drive the car, and this caused him inconvenience.

Aviva apologised for the delay, but it said this was the first available appointment. I can understand Mr C's frustration, but I'm satisfied that the timescale for the replacement wasn't unreasonable. And so I wouldn't then expect Aviva to have looked at other options for the claim to be settled.

Mr C thought Aviva should have used a genuine replacement part. The policy wording on page 18 of the policy booklet states under Section 6:

"We may use suitable parts not supplied by the original manufacturer"

Our approach is that this is fair and reasonable unless the manufacturer requires that only a genuine or approved replacement windscreen is used for safety or warranty reasons. But I can't see evidence that this was the case here. Aviva has assured us that the glass is of the same technical, safety and quality standard as that of glass from the manufacturer. So I can't say it was unfair or unreasonable for Aviva to use a non-genuine replacement.

Mr C thought the replacement screen was inferior because it was chipped shortly after fitting by a small stone. But I think stone chips can happen at any time. And I've seen no evidence that the replacement screen was inferior.

Mr C was unhappy that Aviva didn't respond to this further complaint about the quality of the replacement windscreen. We aren't able to consider complaints solely about complaint handling as this isn't a regulated activity. The exception is where, as here, the complaint is part and parcel of the underlying financial service, in this case the administration of the insurance policy. So I can consider this complaint here.

Aviva should have responded in a timely manner to Mr C's complaint about the quality and safety of the replacement windscreen. But it didn't and this caused Mr C avoidable frustration and stress. When a business makes a mistake, as Aviva accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

To put things right, Aviva has offered to replace the windscreen with a non-genuine part rather than repair it after Mr C has made a claim. And it's offered to refund Mr C's policy excess when he has this done. It also offered him £150 compensation for his trouble and upset.

But for Aviva's lack of response, Mr C would have been advised to make a further claim for windscreen repair. This would have been dealt with under his policy and his excess would have been due. So I think Aviva's offer very fairly restores Mr C's position and compensates him for the impact of its error.

Mr C was reluctant to make a further claim. But I think glass claims aren't always considered when insurers consider previous claims histories and No Claims Discount (NCD). And I can see that Mr C has protected his NCD in any case. So I can't say that this concern is relevant here. And I think it's for Mr C to accept Aviva's offer if he so chooses.

Putting things right

I require Aviva Insurance Limited to do the following, as it's already agreed to do:

1. Replace Mr C's windscreen with a non-genuine part after he makes a further claim on his policy and pays his policy excess, and to then refund his policy excess; and
2. Pay Mr C £150 compensation for the distress and inconvenience caused by its level of service.

My final decision

For the reasons given above, my final decision is that I uphold this complaint in part. I require Aviva Insurance Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 22 April 2024.

Phillip Berechree
Ombudsman