

The complaint

Mr P says QIC Europe Ltd and its agent provided poor service when he made a claim on his motor insurance policy for a new windscreen, and the problem isn't resolved a year later.

What happened

Mr P made a previous complaint to this service about the issues he'd faced in getting his windscreen replaced properly by QIC and its agent. It was dealt with in September 2023, when an ombudsman decided that QIC should pay Mr P £150 compensation for distress and inconvenience. She said Mr P should contact QIC to arrange for a third windscreen replacement, and a new windscreen was fitted on 11 November 2023.

The new windscreen was also faulty. Mr P had expected it to be sourced from another supplier, but he found that one from the same source as previously (from a different batch) had been used. The agent didn't reply to Mr P's complaint on 13 November 2023, nor did it pass it on to QIC. But it arranged for a new windscreen – this time from a different source – to be fitted on 6 January 2024. The new windscreen wasn't faulty, but Mr P found that it hadn't been fitted correctly, as air, noise, and water were now getting through. He also said the agent had damaged the car's dashboard during the fitting.

QIC issued a final response letter to Mr P on 7 March 2024. It had already offered him £150 compensation, which he didn't accept. It said in its letter to Mr P that in a warranty check / test drive on 29 January 2024 its agent had found that the air and noise were coming from a faulty sunroof, not from the windscreen. Mr P said the agent had refused to allow him to be present for the test drive. As he didn't agree with its findings, he took the car to one of the manufacturer's garages for a check on 2 February 2024. It found that air was leaking from the join of the windscreen and the dashboard, plus damage to the dashboard. It said Mr P should revert to QIC's agent. Meanwhile, QIC had appointed a firm of independent engineers to check the car and wanted Mr P and the agent to be present for the inspection. But it said Mr P hadn't replied to the repeated contact from the firm to make an appointment.

One of our investigators reviewed Mr P's complaint. She said as the reports from the agent and Mr P's garage were contradictory, it was reasonable for QIC to propose that an independent engineer should review the car. She said Mr P had been inconvenienced by the continuing problems with the windscreen, so QIC should pay him £200 compensation. QIC accepted the investigator's view. Mr P said we should note that QIC's agent had *repeatedly* fitted faulty windscreens, that he'd been lied to, and that the overall service he'd had for a year was really poor. He thought the garage he'd used was best placed to comment on the windscreen and the dashboard, and he said he didn't trust anyone appointed by the agent / QIC. Mr P then asked for a review of the complaint by an ombudsman.

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 Mr P's frustration, as he hasn't had a fault-free windscreen since January 2023. But I can only look at what happened after the previous ombudsman's decision in September 2023, up to the point that QIC issued its final response letter in March 2024.

One of Mr P's concerns was that the agent promised him the windscreen fitted in November 2023 would be from a different source. QIC says there may have been a miscommunication and that its agent may have given Mr P that impression. I think that's more likely than not to have been the case, so I can see why Mr P was so disappointed with the outcome and why he thinks he was lied to. But there was no obligation on QIC to fit a windscreen from another source. And in my opinion, had the new windscreen *not* been faulty, it's more likely than not that Mr P would have accepted it anyway.

It seems QIC's agent assumed it had received one faulty batch of windscreens from its supplier, and it thought using a windscreen from another batch would suffice. But it's now clear that more than one batch was faulty. I think QIC's agent tried to put that right by fitting a windscreen from another supplier on 6 January 2024. That windscreen wasn't defective, so had Mr P been happy with its fitting, the complaint would probably have been resolved (as long as satisfactory compensation had also been offered).

I understand why Mr P was even more frustrated than previously to find that air, noise, and water were now getting into the car. His garage and QIC's agent don't dispute that the problems he found exist, but they disagree about the cause. I can see why Mr P doesn't think the inspection by the agent he said had created the problem was of any benefit. And I don't think it was fair for the agent not to allow Mr P to be present during the test drive where the problem was assessed. I think Mr P's garage's report is more persuasive, but it doesn't say how the damage to the car's dashboard was probably caused, nor does it refer to the sunroof that the agent thought had caused the problem.

In circumstances like these I think an inspection by an independent engineer is a reasonable and valid way to move matters on. We normally give great weight to the views of such engineers, not only because of their expertise, but also because their role / purpose is to be independent. Ultimately, their duty is to the court, not to the business that appointed them. Mr P and the agent would be present for the independent inspection, but Mr P thinks his garage is best placed to comment on the poor fitting and the damaged dashboard. The engineer will see the reports from both parties, and independent engineers make any enquiries they think are relevant. So I think it's fair to say that if the engineer thinks it's necessary to get further comment or clarification from the garage, that's what will happen.

The work carried out by the agent in November 2023 should have resolved Mr P's complaint, but instead he was caused more upset and inconvenience. I think the agent caused a delay in moving matters on by not informing QIC of what had happened. I also think it's likely Mr P was misled by it – and I think it treated him badly when it carried out its inspection and test drive. Consequently, regardless of the outcome of any independent inspection that takes place, I think it would be fair and reasonable for QIC to pay Mr P £200 compensation.

QIC has provided evidence of the attempts made so far by the independent engineer to contact Mr P, and I think he should respond or contact QIC to liaise with the engineer about a suitable appointment for all the parties. If Mr P isn't satisfied with the outcome once an inspection has taken place, he can raise another complaint with QIC.

My final decision

My final decision is that I uphold this complaint. I require QIC Europe Ltd to pay Mr P £200 compensation for distress and inconvenience, as it has already agreed to do, and to arrange with Mr P a suitable date for an independent engineer's inspection.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 23 August 2024.

Susan Ewins

Ombudsman