

## The complaint

Mr Z complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) is responsible for mishandling a claim on his motor insurance policy.

## What happened

For the year from early May 2023, Mr Z had a comprehensive policy with Admiral.

From at least mid-November 2023, the policy covered a car, that had first been registered in 2007.

The policy included windscreen cover. The excess was £115.00 for a windscreen replacement or £25.00 for a windscreen repair.

On about 8 January 2024, Mr Z reported one or two chips in the car’s windscreen.

Much of the complaint is about acts or omissions of the glass company Admiral used. Insofar as I hold Admiral responsible for them, I may refer to them as acts or omissions of Admiral.

On about 11 January 2024, Admiral did a windscreen repair.

On about on 15 January 2024, Mr Z contacted the glass company about further damage.

On about 9 February 2024, the glass company inspected the windscreen but declined to replace it.

On about 13 February 2024, the glass company replaced the wiper blades.

Mr Z complained to the glass company that it was responsible for damage and poor communication.

By a final response dated late February 2024, the glass company on behalf of Admiral partly upheld Mr Z’s complaint about damage (to the wiper blades) and about communication. The final response turned down Mr Z’s complaint about a crack in the windscreen, saying the following:

*“The outcome of the inspection was that new wipers were needed and that the crack that appeared was not connected to the chip repair.”*

The glass company paid or refunded £25.00 to Mr Z.

Mr Z brought his complaint to us without delay. He asked us to direct Admiral to replace the windscreen.

Our investigator didn’t recommend that the complaint should be upheld. She thought that there wasn’t any expert evidence that the repairs had failed or that the glass company

caused the crack. She said that there was evidence of poor communication, but the compensation amount paid was in line with what we would've recommended.

Mr Z disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The windscreen had a small chip but no crack.
- The technician ruined the wiper blades while trying to clear ice off the windscreen.
- The glass company's terms and conditions included a lifetime warranty that if the repair fails and turns into a crack, they will automatically replace the windscreen.
- The repair has failed and turned into a crack.
- The weather was cold and windscreens covered in ice. He noticed the crack when he started to drive the car on his next day off.
- The warranty team gave the go-ahead to replace the screen. The technician arrived to do the job but refused.
- He kept calling the glass company, but no one made contact with him.
- He rejected the £25.00 but Admiral still refunded it.
- Later this winter, the small crack will turn into a large crack going across the screen and he will have to pay for the replacement before it's next MOT.

### **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 accept Mr Z's statement that the windscreen had ice on it when the technician arrived on about 11 January 2024 and that the technician used the wipers to clear it. The glass company later replaced the wiper blades. However, I don't share Mr Z's view that the technician's use of the wipers was indicative of a general lack of care in the repair.

I accept that on about 15 January 2024, Mr Z noticed a small crack.

The glass company's warranty team clearly wanted an inspection before deciding how to proceed. So I think that Mr Z must've misunderstood that the glass company had agreed to send a technician to do a windscreen replacement.

From its MOT history, I've noted that the car passed a test on 2 February 2024. So the windscreen repair didn't cause an issue in that respect.

The glass company technician who inspected on about 9 February 2024 reported as follows:

*“Repair has not cracked and meets British Standard. New wipers ordered under warranty”*

That's not quite the same as "*the crack that appeared was not connected to the chip repair.*" I don't condone that wording in the final response.

When he first contacted us, Mr Z said the following:

*"...the crack/ fracture is a 1cm long on either side of the repaired chip."*

I would expect him to be able to provide a photograph showing a crack of that size.

However, Mr Z says that he has been unable to photograph the crack because of reflection. So I find that any crack is still (in mid-September 2024) very small.

In the absence of better evidence from Mr Z, I'm persuaded by the glass company's opinion that the repair has not cracked and that it meets the relevant British Standard. I don't accept Mr Z's view that the repair has failed and turned into a crack. So, I don't consider that the warranty applies.

I don't find it fair and reasonable to direct Admiral to replace the windscreen without another claim on the policy and payment of a further excess.

I've noted some shortcomings in communication, for which I hold Admiral responsible. However, I consider that almost all of Mr Z's distress and inconvenience was to do with his disappointment at not getting a replacement windscreen, and I haven't found that Admiral treated him unfairly in that respect.

I consider that the shortcomings in communication didn't cause Mr Z much extra distress and inconvenience. So apart from its refund or payment of £25.00, I don't find it fair and reasonable to direct Admiral to pay Mr Z compensation for distress and inconvenience.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Admiral Insurance (Gibraltar) Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 18 October 2024.

Christopher Gilbert  
**Ombudsman**