

## **The complaint**

Mr R has complained about the gross distortion the replacement windscreen he received from Admiral Insurance (Gibraltar) Limited had when he made a claim for a replacement windscreen for his car under his motor policy.

References to Admiral include all its agents involved in replacing glass into vehicle windows.

## **What happened**

Mr R's windscreen needed replacing. His motor policy with Admiral provided cover for this so he made a claim. Admiral instructed its agents to assess the issue. They replaced his windscreen on 7 August 2023. However, the glass used was distorted at the edges. Further some interior trim had been damaged during the course of the replacement. So, Mr R complained.

Following much insistence by Mr R his windscreen was again replaced on 21 September. But this windscreen had a similar distortion at the edges. And the interior trim hadn't been repaired.

Ultimately Admiral and its windscreen agents decided that such distortion was within acceptable parameters. Admiral did accept that the interior trim should be repaired. Mr R remained of the view that the distortion issue in his windscreen was unacceptable. He also had no confidence that Admiral's windscreen agents would have any competence in repairing his interior trim since they were merely auto glass providers.

As Admiral wouldn't change its stance Mr R brought his complaint to us. The investigator ultimately upheld it. She thought Admiral should provide a cash settlement to Mr R so he can get someone else to replace the windscreen properly. Such sum to be set at a proper commercial rate rather than a rate provided by companies with a pre-existing arrangement and/or with considerable discounts. She noted Admiral accepted liability for the damaged interior trim and she thought it was preferable they should offer a cash settlement for its repair too rather than to insist its auto glass agents attempted to repair it themselves. Lastly, she thought Admiral had caused Mr R unnecessary trouble and upset over this so she thought it should pay him £250 compensation.

Admiral disagreed so Mr R's complaint has 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, I'll now explain why.

Mr R has gone to considerable trouble to show the level of the distortion on his replaced (now twice) windscreen. I can see that it's very noticeable and I can see that it would be very distracting driving as of course one uses the entire of the windscreen whilst driving to anticipate any obstacles and indeed see where other drivers might be going.

As Admiral has received two of the three videos we sent it from Mr R, there is no comprehensible reason why it didn't receive all of the videos. In any event all the videos individually show the level of distortion quite clearly.

Sadly, no evidence was kept of Mr R's original windscreen for fairly understandable reasons. But whilst a certain element of distortion at the edges of a windscreen is common and "within specification", it can't be more than 40mm. What the videos show looks to be far greater than that, so much so, it's very clear to me it interferes with any peripheral vision in a distracting way, which I would consider could well be unsafe.

Admiral itself has offered very little or no evidence to support its view that the windscreen is acceptable other than its agents insist it is. So, I consider that Mr R's dissatisfaction with this level of distortion in the windscreen is reasonable.

Therefore, I consider it's fair and reasonable that Admiral should now provide a coherent commercially based cash in lieu figure for Mr R to get his windscreen replaced elsewhere. As the investigator explained this cash sum must not be aligned to any pre-existing relationship discounts but reflect the cost Mr R would have to pay to another auto glass specialist independently.

As regards the interior trim damage, I do understand Mr R's concerns about the ability and professional expertise of Admiral's auto glass partners to be able to repair this appropriately, solely because of course they are auto glass specialists not interior trim repair specialists. And considering how long this has been going on for Mr R, it seems eminently more sensible to me for Admiral to provide a cash settlement for this also rather than prolong any further interactions between Mr R and its auto glass specialists. This way permits Mr R to move on effectively in a more reasonable fashion too.

I do consider this entire matter has put Mr R to some unnecessary trouble and upset. Mr R's contract is with Admiral, and it would be more helpful if Admiral properly liaised between Mr R and its auto glass agents instead of insisting Mr R repeatedly had to deal with them. Mr R has no contract with these agents only with Admiral so Admiral should have taken better care to ensure a more professional service was provided to Mr R given the undisputed issues he had with the distortion on both replacement windscreens. I consider the amount of £250 compensation as suggested by the investigator to be fair and reasonable here. It's in line with our stated approach to compensation as more fully detailed on our website.

### **My final decision**

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

I now require Admiral Insurance (Gibraltar) Limited to do the following:

- Pay Mr R a coherent commercial cash sum for the cost of replacing his windscreen for a third time, such an amount is not to be aligned to any pre-existing relationship discounts.
- Pay Mr R a coherent commercial cash sum for the repair of the interior trim.
- Pay Mr R the sum of £250 compensation for the unreasonable level of trouble and upset it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 6 December 2024.

Rona Doyle  
**Ombudsman**