

The complaint

Mr P complains about the way Advantage Insurance Company Limited trading as Hastings Direct (Hastings) handled his claim for a repair to his car's windscreen.

What happened

The details of what happened here are well known to both parties. So, I will just summarise them.

- Mr P required a repair to his car windscreen, and made a claim through his Hastings insurance policy to do this.
- Hastings appointed a nominated repairer who deal with windscreen repairs and replacements on their behalf.
- They requested Mr P to bring his car to their on-site facilities before completing a replacement.
- Soon after this Mr P complained to Hastings. He was unhappy with the replacement and said paint had started to peel from his vehicle following it. He was also unhappy with the communication following the claim and that he'd had to take his car to a repairer almost 20 miles away for the replacement.

Hastings initially responded denying the issue was a result of the windscreen replacement. However, they subsequently agreed to have the vehicle repaired at Mr P's choice of garage and paid him £400 for the distress and inconvenience the issues had caused.

Mr P remained unhappy and brought his complaint to our Service for an independent review. Our investigator looked into it and, whilst he recognised several issues and how frustrating it will have been for Mr P, he thought Hastings had done enough to put things right.

Mr P responded in full and didn't think that all the issues and impact had been considered. Amongst his concerns were initial communication issues, having to drive several miles for the replacement, delays in receiving an appointment, not being able to use his car and not receiving a suitable replacement vehicle during repairs. He didn't think £400 sufficiently recognised the impact on him. Mr P also says he lost an opportunity to sell the car and suffered subsequent financial loss from that.

As no agreement was reached, the case 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 agree with the outcome reached by the Investigator, that Hastings have done enough to put things right for Mr P. I'll explain why. I've focused on what I consider to

be the pertinent points. That isn't meant as a discourtesy, it simply reflects the informal nature of our Service. I've set out the key issues I think are important here. And I've answered them below in turn.

The windscreen replacement

Mr P was entitled to repair or replacement under the terms of his policy. Mr P is unhappy that he had to travel almost 20 miles for this.

Hastings have explained that Mr P was asked to attend in-branch for his appointment, rather than through a home visit. They have said this was because initial checks showed the car to have Advance Driver Assistance Systems (ADAS), which requires the repair or replacement to be done at the branch, due to a possible recalibration requirement.

I appreciate that this was frustrating and inconvenient for Mr P. And I recognise that it later turned out the replacement could have been completed through a home appointment. However, I have to think about whether it was fair at the time for Hastings to have wanted the car to go to a garage. I think it was. While it later became apparent it could have been done at home, I don't think it was unreasonable for Hastings to want the car to be repaired the only way it could guarantee the repairs and to prevent any avoidable delays. So, while I can understand why Mr P was unhappy with this, I am satisfied that the repairer (on behalf of Hastings) acted fairly here and in line with their process.

Mr P is also unhappy with the time it took for the replacement appointment. He complained to Hastings on 29 May 2024 about the issues he'd had booking the windscreen replacement during the previous week. Whilst a booking was then made for 8 June 2024, it does appear that Mr P experienced a delay here of about a week. Hastings say they have recognised this with their compensatory payment of £400.

Mr P says he was without a car for this two-week period as the DVLA had informed him, his car was unsafe to drive. However, I can't hold Hastings responsible for this. There is no evidence they were made aware of this until 7 June 2024 (the day before the replacement appointment). Further, Mr P told Hastings the damage wasn't impeding his view (meaning it was safe to drive) and he drove the car to the appointment on 8 June 2024. So, I can't say Hastings acted unreasonably in not prioritising the repair. And I haven't seen anything to show that 8 June 2024 wasn't the first available appointment. There will always be some inconvenience from having to make a claim and I can't hold Hastings responsible for this.

Repairs

Hastings accepted responsibility that the windscreen repairs had caused the paint peeling and that further repairs were needed. They have agreed to Mr P getting this done at a repairer of his choice and I think they are acting fairly here. Mr P has requested that the repairs wait until his complaint is resolved.

In response to our Investigator's view on the case, Mr P has said he is expecting a courtesy car during repairs. As the repairs haven't been booked in and Mr P hasn't made this request to Hastings yet, they haven't had an opportunity to respond. So, I haven't considered this further. He'll need to raise this with Hastings directly first.

Mr P has also complained that the issue has resulted in a lost opportunity to sell his car and further depreciation of its value. However, I don't hold Hastings responsible for this. Mr P has

chosen to wait for the repairs until this complaint is resolved and I haven't been provided with any evidence that the issue (once resolved) will have an impact on the value of his car.

As well as agreeing to pay for the car to be repaired, Hastings have paid Mr P £400 for the distress and inconvenience caused. Considering the initial issues at replacement and the inconvenience in having to have further repairs, I think £400 fairly recognises the impact to Mr P and I don't require them to do anything further.

My final decision

I do not uphold this complaint. I find that Advantage Insurance Company Limited have already done enough to put things right for Mr P.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 February 2025.

Yoni Smith
Ombudsman