

## **The complaint**

Mr R complains about Highway Insurance Company Limited's handling of a windscreen claim under his car insurance policy.

Highway has been represented on the claim and complaint by its agents. For simplicity, at points, I've referred to the actions of Highway's agents as being its own.

## **What happened**

Mr R had a car insurance policy with Highway that included windscreen cover.

In March 2024, his windscreen suffered a crack and he made a claim for a replacement windscreen. An appointment was scheduled for 2 April 2024.

Following his conversations with Highway, Mr R didn't feel his car was safe to drive, so he hired a car between 23 March 2024 and 2 April 2024, at a cost of around £690.90.

On 2 April 2024, Mr R attended the repair location, but due to Highway's error in booking the appointment, the replacement couldn't go ahead. A further appointment was scheduled for 12 April 2024. The replacement was completed on this date and Mr R was told his car had been safe to drive.

Mr R complained and said Highway previously told him his car was not safe to drive when this wasn't the case.

Highway issued a complaint response in May 2024. It didn't agree it gave Mr R incorrect advice but paid him £25 to acknowledge the failed appointment. Highway issued a further complaint response in December 2024, where it sent Mr R a further cheque for £175 to recognise the poor service it provided. It also offered to reimburse any hire charges between the failed appointment on 2 April 2024, and the appointment on 12 April 2024. But it didn't agree to cover costs before that date, or additional costs such as fuel costs Mr R incurred.

Mr R referred his complaint to the Financial Ombudsman Service. He said he was given poor advice that led to financial loss. This included the hire cost of £690.90 as well as other costs such as fuel. He said Highway's actions led to stress in arranging alternative transport and the loss of use of his car. He said he was advised not to use his car as it was unsafe.

The Investigator didn't uphold the complaint. They said the £200 compensation Highway had paid was fair in the circumstances. But they said it wasn't fair for Highway to cover Mr R's hire costs before 2 April 2024. They were not persuaded Highway had told Mr R his car was unsafe to drive.

Mr R didn't agree. He said the main issue was his hire costs between 23 March 2024 and 2 April 2024, and Highway's advice. He said this cost had not been addressed.

## **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.

Mr R says Highway provided incorrect advice in March 2024, and led him to unnecessarily incur the hire costs between 23 March 2024 and 2 April 2024 (the hire costs).

In order to be satisfied it's fair for Highway to reimburse the hire costs, I'd first need to be persuaded it gave Mr R incorrect information, or incorrect advice. I've reviewed the evidence with this in mind.

Highway has provided a transcript of the two calls from March 2024, where Mr R spoke to Highway before he paid the hire costs. I'm satisfied these transcripts are an accurate reflection of what was said during these calls.

Having reviewed the transcripts, I'm satisfied Mr R told Highway there was a big crack on his windscreen, that he was due to go on a long round trip and he had concerns about the safety of the windscreen in its current condition.

But when considering what Highway told Mr R in response, I can see it told him the windscreen was designed not to cave in or shatter, it's much stronger than other areas of glass on the car, and it's quite sturdy. I don't consider any of this amounts to incorrect information, or that it shows Highway told Mr R his car was unsafe to drive.

Based on the transcripts, I can see Highway did tell Mr R it's okay to drive as long as the crack doesn't impair or affect the driver's vision. But I can see the agent made it clear without looking at the specific damage, they couldn't really comment on Mr R's circumstances. So, again I'm not persuaded Highway told Mr R his car was unsafe to drive.

I think the information Highway provided about when it's okay to drive was fair and reasonable. I say this because it's in line with the commonly accepted guidance on windscreens and driver view, including information on the gov.uk website, which states:

*"All glass or other transparent material fitted to a motor vehicle shall be maintained in such condition that it does not obscure the vision of the driver while the vehicle is being driven on a road."*

It follows that I don't consider Highway acted unfairly in the information it provided, and I don't consider it responsible for Mr R's decision to incur the hire costs immediately following this. For the same reasons, I don't consider it fair to direct Highway to reimburse Mr R the other costs he incurred, including for fuel.

Highway accepts it was responsible for the failed appointment on 2 April 2024, which meant the replacement wasn't carried out until 12 April 2024. It agreed to cover any hire costs incurred between these dates, and I think this was fair in the circumstances.

I agree Highway acted unfairly in relation to the failed appointment, and I think this would've caused Mr R distress and inconvenience. He attended the repair location on 2 April 2024, only to find the replacement couldn't take place. He then had to wait till 12 April 2024. But I think the £200 compensation Highway has already paid Mr R is fair and reasonable in the circumstances, so I won't direct it to pay more.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or

reject my decision before 8 April 2025.

Monjur Alam  
**Ombudsman**