

The complaint

Mr R has complained about the quality of the windscreen repair Admiral Insurance (Gibraltar) Limited had carried out on his car following a claim.

What happened

The details of this complaint are well known to both parties, so I will not repeat them again in full detail here. But to briefly summarise, Mr R says the windscreen repair Admiral had completed has left his car unsafe. This is on the basis that on sunny days, light is able to catch the crack repair and dazzle him.

Admiral had the repair inspected by the windscreen specialists it used to carry out the repair. They confirmed the repair is structurally sound and in line with UK Regulations, so Admiral didn't uphold Mr R's complaint.

An investigator at the Financial Ombudsman Service also looked into Mr R's complaint but he didn't think it should be upheld either. He was persuaded the repair was in line with the policy and regulations, and that Admiral had taken reasonable steps to investigate and respond to Mr R's concerns.

Mr R didn't accept the investigator's assessment. So, as no agreement has been reached, the complaint has been passed to me.

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, while I appreciate it will likely come as a disappointment to Mr R, I agree with the investigator's conclusions. I'll explain why.

Mr R's policy provides cover for windscreen repair or replacement due to damage, with different excess fees payable depending on whether a repair or replacement is required. Admiral uses a well-known windscreen repair specialist to deliver the cover under this section of the policy.

Admiral's specialist provided the final response to Mr R's complaint on Admiral's behalf, as well providing the technical evidence on the quality of the repair. But as the specialist is acting as an agent of Admiral, and for ease of reference, I'll refer only to Admiral from this point onwards, even when referring to comments or evidence put forward by the specialist.

Admiral has confirmed that the relevant quality standards for windscreen chip repairs is BS AU 242b. This separates the windscreen into different sections (zones), and sets out which zones can have chips repaired, and how big those chips can be within each area of the windscreen.

When Mr R complained to Admiral about the quality of the repair, it arranged for a further inspection of the repair. The work was inspected and found to be in line with the requirements of BS AU 242b. I can see from the notes provided that the chip repair is in an area of the windscreen which is able to be repaired, and that the specialist concluded the repair was in line with the standards and that the windscreen was structurally sound.

As I'm not a windscreen repair specialist, I need to make my decision based on the weight of the available evidence. And while I appreciate that Mr R's testimony about the quality of the repair is evidence, I find that it is less persuasive evidence than that of a windscreen repair specialist who has assessed the damage against the published standards and found it to be compliant.

I'm sorry to disappoint Mr R, but in the absence of contradictory expert evidence which suggests the repair is not up to the required standards, I find it more likely than not that it is. And while I fully appreciate and sympathise with Mr R's safety concerns, I don't consider it would be fair for me to direct Admiral to pay for a full windscreen replacement when it has carried out a repair which is in line with the policy terms and the required standards.

Based on all the available evidence, I'm satisfied the windscreen repair Admiral had carried out is sufficient to meet its obligations to Mr R under the terms of his insurance policy. So, I'm satisfied it does not need to take any further action in relation to the windscreen repair.

Mr R also complained that Admiral failed to respond to his complaint about the windscreen repair within the timescale it was required to.

I should explain here that any failure of Admiral in relation to this amounts to complaint handling, which isn't one of the regulated activities the Financial Ombudsman Service has the power to consider, in isolation. We can sometimes comment on complaint handling where it is ancillary to a regulated activity, as it is here, but it is not our role to punish a business for poor complaint handling. Instead, we'd consider the impact any poor complaint handling had on the consumer, and whether compensation should be paid as a result.

In this case, I think it might be helpful to explain that while Admiral didn't provide a full final response letter within the eight-week timescale, it did issue a letter at the eight week point apologising for the delay and letting Mr R know that because eight weeks had passed, he was now able to refer his complaint to the Financial Ombudsman Service. This is what I would expect it to do where a full final response letter couldn't be provided in time. This action also means there was no detriment to the lateness of the final response letter as it didn't prevent Mr R from referring his complaint to the Financial Ombudsman Service after the eight weeks had passed. And I note Mr R was provided with a full final response letter around two weeks later.

Based on the above, I don't consider that Admiral's failure to provide a final response letter on time had a significant impact on Mr R, and so I don't consider it needs to take any further action.

My final decision

For the reasons I've explained above, I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 13 June 2025.

Adam Golding

Ombudsman