

The complaint

Mr H complains that Advantage Insurance Company Limited ("Advantage") mishandled his claim on a motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a car, made by a premium-brand car-maker and first registered in 2017.

Mr H acquired the car in about 2022.

For the year from late April 2024, Mr H insured the car on a comprehensive policy branded with the name of an insurance intermediary associated with Advantage. Advantage was the insurance company that was responsible for dealing with any claim.

Much of the complaint is about acts, omissions and communications of the intermediary on behalf of Advantage. Insofar as I hold it responsible for them, I may refer to them as acts, omissions and communications of Advantage.

Advantage's policy terms included the following:

"Windscreen damage

What's covered

If you have comprehensive cover your insurer will pay to replace or repair broken glass in the windscreen or windows of your car and repair any scratching to the bodywork caused by the broken glass.

Making a claim under this section won't affect your no claims discount, as long as you are not also claiming for any other loss or damage to your car.

Your insurer's nominated repairer may use parts or accessories that aren't made or supplied by your car's manufacturer but are of an equivalent type and quality to those being replaced".

I've added the underlining.

In March 2025, Mr H reported to Advantage that the car had suffered damage to its windscreen.

On about 9 April 2025, Mr H kept an appointment with Advantage's glass company.

On about 15 April 2025, Mr H asked the company for dealership glass rather than aftermarket glass.

On about 27 April 2025, the glass company asked Advantage to authorise dealer glass.

For the year from 29 April 2025, Mr H and Advantage renewed the policy.

By mid-May 2025, Mr H had complained to Advantage that it was responsible for delay, lack of clarity and that it had declined his request for dealership glass.

By a final response dated 23 May 2025, Advantage accepted the complaint in part. It included the following:

*“Your complaint is upheld
I’m sorry we didn’t provide the service we should have. Here’s what we’re doing to put it right:
I have awarded £50.00 compensation...
I am offering you £50.00 for the lack of contact and movement with your windscreen claim from 15 April to 27 April.”*

The final response turned down the complaint about the glass. It included the following:

“Higher management declined the request for dealer glass on the same day it was requested, 14 May 2025, because your vehicle is not under warranty”.

Mr H replied, referring to the phrase I’ve underlined above.

Mr H brought his complaint to us in early June 2025.

Our investigator didn’t recommend that the complaint should be upheld. She thought that:

- £50.00 is broadly in line with our approach when mistakes of this kind are made.
- Advantage didn’t act unfairly by refusing to pay for dealership glass.

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

- The car-maker built the car with a windscreen that had never been replaced.
- Advantage’s terms were not clear. They should’ve said that it will always use an aftermarket windscreen as a replacement unless there is no other option but to use dealer glass.
- On his appointment on about 9 April 2025, Advantage’s glass company refused to fit the aftermarket glass. This cost him time and money for which he has not been compensated.
- The only way to guarantee he would receive equivalent quality would’ve been to install OE glass.
- In September or October 2025, the glass company fitted an aftermarket windscreen. It has disappointed him due to the automatic windscreen wiper system not working as well as with the original screen.

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.

The scope of this decision

The Financial Conduct Authority’s dispute resolution rules are binding on the Financial Ombudsman Service.

One such rule is that, before we can investigate a consumer's complaint, the consumer must first have made that complaint to the regulated firm and waited up to eight weeks for a final response.

It sometimes happens that a consumer makes a complaint to the firm, receives a final response and brings the complaint to us – but with the addition of further or more recent complaints. In such circumstances, the rule means that we can investigate the initial complaint, but we can't deal with the additional complaints as part of that.

Another rule is that we operate a two-stage process under which an investigator gives an opinion and, if either party asks, an ombudsman gives a final decision.

I haven't seen enough evidence that Mr H complained to Advantage before the final response dated 23 May 2025 that it had declined to fit aftermarket glass. And he couldn't have complained before that final response that Advantage would later fit glass that caused his car's automatic windscreen wiper system not to work as well as it had with the original screen.

So I consider that the investigator was correct not to give an opinion on those two additional complaints. And I make no findings on them in this decision.

This decision

Mr H's complaint to Advantage included about delay and poor communication. And its final response accepted a lack of contact and movement for nearly two weeks.

I don't consider that Mr H asked for a review of our investigator's opinion that £50.00 is broadly in line with our approach when mistakes of this kind are made. Nevertheless I've reviewed it.

I accept that the impact of the delay included that Mr H felt ignored. However, I've weighed up the nature and duration of that impact. And I'm satisfied that Advantage's apology and payment were fair and in line with our published guidelines on redress for distress and inconvenience.

From the policy term quoted above, I'm satisfied that Advantage made it clear that it could use glass supplied by companies other than the car-maker. I consider that this was clear enough. I don't consider that Advantage had to set out the circumstances which would govern its choice of glass.

From what the glass company has shown us, I'm satisfied that it proposed to use a windscreen that was of equivalent type and quality to that being replaced. So I don't consider that Advantage treated Mr H unfairly by saying that if he wanted dealership glass, he would have to pay the difference in cost.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 December 2025.

Christopher Gilbert

Ombudsman

