

## **The complaint**

Mr D and his representative complain Watford Insurance Company Europe Limited (Watford Insurance) didn't complete satisfactory repairs to Mr D's car after he made a claim on his motor insurance policy.

Reference to Mr D or his representative includes the other.

Watford Insurance are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Watford Insurance have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Watford Insurance includes the actions of the intermediary.

There are several parties and representatives of Watford Insurance involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Watford Insurance.

## **What happened**

In January 2025 damage was caused to the windscreen of Mr D's car when roof tiles loosened and fell on to it during a storm. There was also a scratch to the bodywork. He made a claim on his motor insurance policy.

The car manufacturer was no longer in business, however after a search Watford Insurance found a garage who were able to conduct the repairs.

The repairs were completed but Mr D was concerned the calibration to the windscreen wasn't carried out with the correct software, which meant the repair may not be safe. Watford Insurance said although the car manufacturer was no longer operating in the UK, its repairer's diagnostic tool had been updated allowing it to complete the calibration correctly. Watford Insurance asked Mr D to collect his car and warned him of storage costs. Mr D refused to collect his car. He said it wasn't certain it was safe to drive due to the work undertaken by Watford Insurance's appointed engineer.

Watford Insurance organised for an independent road test to be carried out, but this was unable to take place as planned.

Because Mr D was not happy with Watford Insurance, he brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and said there wasn't anything to suggest the vehicle hadn't been repaired properly or wasn't safe to drive. They said Watford Insurance had carried out due diligence and provided satisfactory evidence to demonstrate the vehicle was in working order.

As Mr D is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## ***What I provisionally said***

*Unfortunately, because the manufacturer of Mr D's car was no longer in business, Watford Insurance were unable to send the car to a main dealer for the required repairs to the windscreen.*

*Mr D logged his claim with Watford Insurance in January 2025. One of Watford Insurance's approved repairers initially accepted it would complete the repairs but then cancelled due to the model of car. A garage who was able to undertake the repair and calibration work required on the car wasn't found by Watford Insurance until early February 2025. This garage replaced the windscreen and calibrated it, but Mr D was concerned the calibration software used by the repairer wasn't the specific manufacturer's software. He contacted the provider of the calibration equipment and asked if any of its calibration machines in the UK supported his brand of cars software. It replied that it didn't currently, and thought this would be dealer only.*

*Mr D's representative requested confirmation from Watford Insurance that the calibration had been successful and correctly administered before he would take his car back. A one-page calibration report was sent to him on 24 February 2025 as evidence. This showed the calibration had been undertaken on a specific brand of calibration equipment. Watford Insurance said the software number included on the calibration report clearly shows the correct software was used to run the calibration. Multiple requests were made to provide the software licence to support the report.*

*I recognise Mr D's representative feels very strongly that the calibration report wasn't enough proof of the calibration being completed correctly and they again contacted provider of the calibration equipment. They provided the ID from the calibration machine used and asked if it could advise if this was legitimate software. I saw they received a generic response which said it hadn't developed coverage for this brand of car and there were no plans to cover it in the future. However, it doesn't specifically comment on the legitimacy of the software ID number provided.*

*Watford Insurance's engineer's investigation concluded the windscreen calibration had been completed on the manufacturer specific software. It confirmed although the car manufacturer was no longer operating in the UK, the calibration software used had been updated, and this allowed them to complete the calibration using the correct car manufacturer software. Watford Insurance said the car had been driven for 60 miles to a garage for calibration and 60 miles back and no issues were noted. They said there were no faults or warnings showing on the dashboard as there would be if there were any issues with the calibration it had completed.*

*Despite requests from Mr D's representative, Watford Insurance haven't provided a copy of the software licence from its repairer that covers the date of calibration taking place. Information to provide a copy of the licence to operate the software to prove this was legitimate software has not been provided after being requested by our Service either. Watford Insurance said; the diagnostic tool does not give a licence when carrying out individual adas calibration. It only tells the operator if calibration can be carried out successfully or not.*

*Based on the evidence I have reviewed, I am not persuaded without doubt that the calibration of the windscreen was completed using the correct software. Watford Insurance have been unable to provide validation by way of a licence or a testimony from the provider of the calibration equipment and software that the garage who undertook the calibration had access to updated software at the time, and that the calibration report was correct.*

*Therefore, I intend to uphold Mr D's complaint. I intend to require Watford Insurance to arrange for Mr D's car to be transported to one of the two recognised service centres for this brand of car, as identified by his representative, who have the correct diagnostic software. A calibration diagnostic must be undertaken to identify and fix any errors that may be found in relation to the windscreen replacement. I do not intend for Watford Insurance to repair or fix anything unrelated to the windscreen replacement.*

*After the complaint was brought to our Service, I saw the independent assessment body said it was unable to take part in the road test for safety reasons, due to other issues with the brand of car. As the reasons the independent assessment body wouldn't conduct a road test was unrelated to repairs carried out in Mr D's claim, I cannot hold Watford Insurance responsible for this not going ahead. And I don't intend to require it to carry out an alternative independent road test.*

### ***My intended final decision***

*For the reasons I have given I intend to uphold this complaint.*

*I intend to require Watford Insurance Company Europe Limited to arrange for Mr D's car to be transported to one of the two recognised service centres for this brand of car, who have the correct diagnostic software. A calibration diagnostic must be undertaken to identify and fix any errors that may be found relation to the windscreen replacement. I do not intend for Watford Insurance to repair or fix anything unrelated to the windscreen replacement.*

### ***Responses to my provisional decision***

Mr D's representative responded and said he accepted my provisional decision. They added;

- They would like a copy of the single page report that Watford Insurance sent to him, to be provided to the main dealer repair centre who will undertake the diagnostic.
- They would like confirmation that he won't be required to pay the accrued storage fees.
- They added several new points for consideration.
- They would like compensation for the stress caused to his partner who acted as his representative and for the time taken to investigate and provide the evidence required to progress the complaint.

Watford Insurance responded and said;

- Mr D hadn't made it aware during the claim or complaint investigation that he held details of two other garages that it could've arranged the car to be sent to. As such it had accumulated storage charges it isn't liable for. It said it made it clear that Mr D would need to remove the car from storage.
- It requested a copy of the licenses of the garage that Mr D had highlighted has the relevant software.
- It maintained the one-page document is the only certification that is supplied from the advanced driver-assistance system (ADAS) diagnostic and this is acceptable to show the ADAS had been actioned correctly.

### ***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.

### ***In response to Mr D's representative's comments***

- Mr D has said this single page report has already been shared to him, so I can't see any reason it can't also be provided to the main dealer repair centre that is selected to undertake the diagnostic, should it be needed.
- I don't require Mr D to pay storage costs up to the date the car is taken for diagnostic calibration. This is because it is not yet confirmed without any doubt that Watford Insurance's authorised repairer completed the ADAS calibration with the correct software.
- I am unable to consider or comment on the additional complaint points made by Mr D's representative. These should be sent to Watford Insurance in the first instance. If Mr D makes a further complaint to Watford Insurance and is unhappy with its response, he may then refer a new complaint to our service which will be looked at separately.
- I am unable to award compensation for stress caused to Mr D and his representative in providing information to support this complaint and for the time taken for this complaint to progress.

### ***In response to Watford Insurance's comments***

- Mr D only recently discovered that there are now two recognised service centres for this brand of car. This was whilst his complaint was being considered by our Service. Because Watford Insurance have been unable to prove beyond doubt that the ADAS calibration was completed using the correct software, I don't think storage costs should be paid by Mr D until the car has had a calibration diagnostic undertaken by the recognised service centre.
- Evidence the main dealer licences from the recognised service centres identified by Mr D should be provided to Watford Insurance prior to the car being taken for the calibration diagnostic.

Based on the evidence I've reviewed; I haven't changed my provisional decision and for the reasons I have given I uphold this complaint.

### **Putting things right**

I require Watford Insurance to arrange for Mr D's car to be transported to one of the two recognised service centres who have the correct diagnostic software for this brand of car. A calibration diagnostic must be undertaken. Should this identify errors in relation to the windscreen replacement these should be fixed. I don't require Watford Insurance to repair or fix anything unrelated to the windscreen replacement.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require Watford Insurance Company Europe Limited to arrange for Mr D's car to be transported to one of the two recognised service centres who have the correct diagnostic software for this brand of car. A calibration diagnostic must be undertaken. Should this identify errors in relation to the windscreen replacement these should be fixed. I don't require Watford Insurance Company Europe Limited to repair or fix anything unrelated to the windscreen replacement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 24 November 2025.

Sally-Ann Harding  
**Ombudsman**