

The complaint

Mr F has complained about poor repairs to his windscreen carried out by Ageas Insurance Limited's windscreen repair company following a claim under his motor insurance policy.

What happened

Mr F made a claim under his policy in October 2021 for damage to the windscreen on his car. The windscreen was replaced by Ageas's windscreen repair company, who I'll refer to as A, on 18 October 2021. Mr F reported the trim had come away soon after this and A carried out some rectification work. There were further problems with the trim early in 2023 and Mr F contacted A. A tried to sort the problem out, including trying to use second-hand parts, as they said new parts weren't available. But they were unable to do this to a satisfactory standard. Mr F then said he didn't want A to do anything further to try and resolve the issue, as he thought they'd just cause more damage. A offered Mr F £25 towards sorting out the problem. Mr F declined this offer.

Mr F complained and had two final response letters. One from A and one from the claim handling agent for Ageas, who I'll refer to as R. A set out what had happened and said they were sorry Mr F had decided not to let them resolve the issue and had declined their offer of £25. R apologised for the poor service Mr F had received and paid him £125 in compensation for the inconvenience he'd experienced.

Mr F remained dissatisfied and referred his complaint to us. When Ageas sent us the information we needed to consider the complaint, it said it was willing to pay £125 towards the cost of sorting out the problem with Mr F's windscreen.

One of our investigators considered Mr R's complaint. She said she didn't think Mr F had provided sufficient evidence to show the further problems he had with the windscreen in 2023 were as a result of the repair A carried out in October 2021. She said the £125 R had paid in compensation for distress and inconvenience, which was in effect on behalf of Ageas, was fair. And that Ageas's offer to pay a further £125 was also fair, i.e. she thought Mr F should receive £250 in compensation in total.

Mr F didn't agree with the investigator's view. He said he thought it was clear that the problems with his windscreen were due to the original poor work by A. And he said he thought he should get at least £500 in compensation for distress and inconvenience.

As the matter couldn't be resolved informally, the case was passed to an ombudsman for a decision.

One of my colleagues issued a provisional decision on 23 April 2024 in which she set out what she had provisionally decided and why as follows:

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've decided to uphold Mr F's complaint. I'll explain why.

Based on the sequence of events and Mr F's testimony, I'm persuaded that the problem with the windscreen on his car is due to the original poor repair by A. I say this because I understand from what Mr F has said what the operative did and why the repair was never going to last; and a problem with the seal would manifest at some point. And it does seem from what A said in the final response it issued that it accepts damage was caused when the windscreen was fitted in October 2021 and that this resulted in the further problems with the windscreen and seal.

This means I think as part of the fair and reasonable outcome to this complaint Ageas needs to pay to have the windscreen and seal on Mr F's car put right. The problem is that Mr F has been unable to find anyone who is willing to attempt this due to the poor work already done by A. And – understandably – Mr F doesn't want A to do anything further to try and fix it. So, I think it is fair for Ageas to provide him with £250 to get it fixed. Hopefully, Mr F can find someone to do it for this amount. I appreciate this is just my view on what's fair. But I have nothing much to go on, as Mr F hasn't been able to get a quote. But I consider it most likely he will be able to find someone to do it for this amount, bearing mind the age of his car and the various avenues now available to find parts online and through dealers.

I agree with Mr F that £250 is not enough compensation for the distress and inconvenience he has experienced as a result of A's failings. He's endured numerous visits from A to try and sort out the windscreen, the frustration of the repair not being done properly and the impact on the use of his car. He's also had to make numerous calls to A to try and sort matters out. So, bearing in mind the length of time this has all gone on and what's happened, I think the level of distress and inconvenience Mr F has experienced is significant and that he should receive £500 in compensation for this in total, i.e. a further £375.

My provisional decision

I have provisionally decided to uphold Mr F's complaint against Ageas Insurance Limited and make it do the following:

- *Pay Mr F £250 to cover the cost of getting the windscreen on his car fixed.*
- *Pay Mr F a further £375 in compensation for distress and inconvenience.*

My colleague gave both parties until 21 May 2024 to provide further comments and evidence in response to her provisional decision.

Mr F has responded to say he has no further comments or evidence to provide. Ageas has responded to say that it agrees with the provisional decision.

As my colleague is unable to issue a final decision, the complaint has been passed to me to do this.

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.

As Mr F has no further comments or evidence to provide in response to the provisional decision and Ageas agrees with it, I see no reason to reach a different conclusion on the fair and reasonable outcome to Mr F's complaint to the one set out by my colleague in her final decision.

Putting things right

For the reasons explained in my colleague's provisional decision on 23 April 2024, I've decided to uphold Mr F's complaint and make Ageas do the following:

- *Pay Mr F £250 to cover the cost of getting the windscreen on his car fixed.*
- *Pay Mr F a further £375 in compensation for distress and inconvenience.*

Ageas must pay these amounts within 28 days of the date on which we tell it Mr F accepts my final decision. If it pays later than this it must also pay interest on these amounts from the deadline date for settlement to the date of payment at 8% a year simple.

My final decision

I uphold Mr F's complaint and order Ageas Insurance Limited to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 27 May 2024.

Robert Short
Ombudsman