

The complaint

Mr P complains that QIC Europe Limited haven't repaired his windscreen to an acceptable standard after he made a claim on his motor insurance policy.

I note that for the most part, this complaint relates to the actions of QIC's agents, who carried out the repairs and dealt with Mr P throughout. However, for consistency, I have referred to QIC throughout this decision, as it is ultimately responsible for the actions of its agents in relation to a claim made on its insurance policy.

What happened

In January 2023, Mr P made a claim on his motor insurance policy for a windscreen repair. Once the repair had been completed, Mr P noticed that there was a ripple in the glass and so he contacted QIC's agent to request a replacement.

Repairs were carried out again in January 2023, however, Mr P says the glass was faulty again – it included another ripple which was also causing condensation on the windscreen. QIC agreed to order some different glass and replace the windscreen again.

Mr P was unhappy with what had happened and requested compensation, to which he was offered £60.

Mr P wasn't happy with the offer. He said that QIC's agent had hung up on him, it had cancelled an appointment, caused him inconvenience on a number of occasions and ultimately, he still didn't have a windscreen without defects.

Our Investigator considered Mr P's complaint and upheld it. They thought that Mr P had been caused inconvenience by the faulty glass on more than one occasion – so they thought that an award of £150 was more appropriate.

QIC accepted the Investigator's view. However, Mr P didn't and raised a number of points as to why he didn't think the compensation award was enough.

Because Mr P didn't agree, his complaint was passed to me to make a decision on the matter.

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 considered all of the available evidence, I will be upholding Mr P's complaint, for much of the same reasons as the Investigator.

It's not in dispute here that, on two occasions, QIC's agents fitted a windscreen that had defects. Understandably, this would be frustrating and inconvenient for Mr P.

I can see that one appointment to fit the windscreen was cancelled by QIC's agents because the new windscreen hadn't yet arrived. The agent let Mr P know about this before the appointment, and a new appointment arranged. Again, I accept that this must have been frustrating, but I think QIC did the right thing here by letting Mr P know in advance that it couldn't carry out the repairs as planned.

I have noted that Mr P has been in contact with QIC's agents several times. I can see that on one occasion it couldn't speak to him because he hadn't passed security. And a separate occasion where the call ended. Mr P feels that the service provided on these calls was poor, in that it wouldn't speak to him without going through security, and he felt one agent hung up on him. Having listened to the calls, I don't agree with Mr P here. It's important that firms check they're speaking to the right person, and I wouldn't expect it to continue with a call where it couldn't verify the person they were speaking to. It isn't clear exactly what happened on the call when it disconnected. However, I don't think the call disconnected as a result of the agent intentionally doing so.

Mr P said that as a result of the claim, he has paid an excess to QIC for the repairs and he now has a fault claim marked against him. The terms and conditions of Mr P's policy say that an excess is payable for windscreen repairs. A fault claim will normally be recorded where an insurer can't recover the costs of the claim and is a normal way of recording the claim in these circumstances. It follows, that I'm not going to ask QIC to do anything more for Mr P in relation to these things – because they're all things I would have expected to happen as a result of the claim. I accept that it has taken some time to sort out the repairs to the windscreen, however this doesn't mean it was unfair or unreasonable of QIC to have taken the action it has.

That said, I can see that Mr P has been inconvenienced by what's happened with his windscreen and has had to spend a fair amount of time trying to resolve matters. When considering compensation, I have thought about what Mr P has told this service about the impact caused to him and taken in account this services' normal approach to distress and inconvenience awards, and having done so, I find that £150 is enough to compensate Mr P here.

I have noted that Mr P has made reference to his insurance premiums having increased as a result of the claim. Successful claims can impact the premiums charged by an underwriter, so it isn't unusual that a premium would increase because of the claim – and generally this service wouldn't comment on how an insurer, determines the price of the premium. There are many other factors that an insurer will consider when determining the cost of the premium it charges, so it's possible that any increase may not be related to the claim. If Mr P would like this point looking into specifically, then he'll need to raise this as a new complaint with QIC.

It isn't clear if Mr P has yet had his windscreen repaired. But based on the information I have seen, QIC are willing to replace the windscreen and had been trying to contact Mr P to arrange an appointment for the new screen to be fitted. Mr P will need to contact QIC to arrange another windscreen replacement if he hasn't done so already.

Putting things right

QIC should put things right for Mr P by paying him £150 for the inconvenience it has caused him. I note that QIC has already offered to pay Mr P £60 – if it has already paid this to him it can deduct this from the £150.

My final decision

For the reasons set out above, I uphold Mr P's complaint. QIC Europe Ltd should put things right for Mr P by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 23 October 2023.

Sophie Wilkinson
Ombudsman