

The complaint

Mrs A complains Royal & Sun Alliance Insurance Limited (RSA) provided an unsatisfactory settlement of her motor insurance claim.

RSA's been represented by an agent during the claim. For simplicity I've referred to the actions of the agent as being those of RSA.

What happened

Mrs A claimed for a damaged windscreen under her RSA motor insurance policy. She was unhappy with the aftermarket replacement windscreen the insurer provided. She complained the heating elements were very visible and prominent. She said this hadn't been the case with her original manufacturer windscreen.

RSA arranged for a replacement from the same manufacturer as the one it had fitted. Mrs A considered the replacement to have the same problem, so it wasn't fitted. She requested RSA provide an original equipment (OE) replacement. Ultimately RSA declined that request.

Mrs A complained to RSA. In response it said the windscreen it fitted is the correct product. It said there are no issues with it, so it wouldn't agree to a replacement.

Mrs A was unsatisfied so came to this service. She would like RSA to fit an OE windscreen. Our Investigator didn't uphold her complaint. He didn't think RSA had done anything wrong by using a non-OE item. He felt there would always be, by the nature of a heated windscreen, some visibility of the element. He felt RSA had tried to help by offering a further replacement from the same manufacturer. So he didn't recommend RSA provide an OE windscreen or that it do anything differently.

As Mrs A didn't accept that outcome the complaint was passed to me. She said she had a reasonable expectation her windscreen would be replaced with one of the same quality. She added she's never before had a problem being able to see the heating element of the windscreen.

I issued a provisional decision. As its reasoning forms part of this final decision I've copied it in below. In it I explain why I intended to require RSA to settle Mrs A's claim by fitting an OE windscreen and paying her £150 compensation. I also invited both to provide any further comments or evidence they would like me to consider before issuing this final decision.

what I've provisionally 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.

I'm satisfied Mrs A's policy terms allows RSA to choose to use parts that are not supplied by the original manufacturer. So I can't say it failed to meet the terms of her

cover by fitting a non-OE part. But I'd expect, if such a part is used, for it to provide a lasting and effective repair.

Mrs A's reported various visibility issues with the windscreen. So I've considered if its installation can be considered as an 'effective repair'. Obviously, visibility is a key consideration for a windscreen in a vehicle.

RSA accepts the heating element of the replacement is more visible than in the original's. But it doesn't accept there's anything wrong with it, that it's not fit for purpose or that it affects Mrs A's ability to drive.

Mrs A, on the other hand, says she sees the element all the time when driving, finding it distracting. She explains she won't drive the car on motorways as it obscures her vision. She adds there are also visibility problems when driving in low winter sun. Ultimately, she feels unsafe when driving the car as a result.

Mrs A's provided a photo of the windscreen. The heating element is clearly noticeable when looking through it at the the sky - but less so when other objects are viewed. I've only seen this single photo. So I accept the element may be less visible from other angles or in different circumstances. I also haven't seen any photos of the original windscreen, so I can't make a comparison.

Ultimately, I'm not an expert on windscreens so I must base my decision on the evidence presented to me. Mrs A hasn't provided anything from a relevant expert or technician to support her position. She's quoted a technician from RSA describing the element as 'prominent', although I haven't seen a record of this.

RSA's case notes record the results of a September 2023 inspection. The technician advises the glass as looking 'OK'. He says you can see the heating elements, but even on 'alternative glass' (presumably meaning another windscreen from the same manufacturer) the elements are the same.

However, there seems to have been an earlier inspection – in August 2023. RSA's case notes include a summary report. This records the 'problem' as being a 'Product' issue. It states, 'heater elements look distorted'. For further action it states, 'Needs alternative glass put in it as heater elements are visible'.

So that earlier technician seemed to consider there was a problem with the replacement windscreen – otherwise he wouldn't have recommended a further replacement. The various replacements put in place (but never fitted) seem to have had the same issue (Mrs A rejected them for that reason). Following that RSA appears to have decided the prominence of the elements wasn't a product issue or a problem – but instead is just 'how they are manufactured now'.

I've considered RSA's arguments – including its information sheet on the history and technical aspects of heated windscreens. I note that it hasn't experienced other concerns with that model of windscreen. But on balance, considering Mrs A's account of the problems she incurs whilst driving, her photo and the original technician's diagnosis of a product issue, I can't say the replacement windscreen provided her with an effective repair.

That technician appeared to consider the product to be the problem. Alternative windscreens from the manufacturer featured the same issue. So I intend to find that RSA, to ensure a lasting and effective repair, should provide Mrs A with an OE replacement windscreen.

I can see the failure to provide an effective repair has caused some inconvenience for Mrs A. As examples, she had to attend several appointments for potential further replacement and she restricted the use of her car. So to recognise that I intend to require RSA to pay her £150 compensation.

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.

Mrs A didn't provide any further comments or evidence.

RSA said an OE windscreen, if fitted, could be the same, better or worse than the existing replacement. It didn't accept replacing the windscreen would address Mrs A's concerns. I accept there's the possibility an OE replacement doesn't satisfy Mrs A. But, for the reasons given above, I'm persuaded there's most likely a problem with the non-OE windscreen. So to try to provide a lasting and effective repair it's reasonable to fit an OE windscreen.

Finally, RSA asked what expectation there would be if lines are apparent on the OE replacement windscreen. I can't answer a hypothetical question. It would depend on the circumstances. In general I'd expect RSA to fulfil its requirements to provide a lasting and effective repair and to treat its customers fairly.

My final decision

For the reasons given above, I require Royal & Sun Alliance Insurance Limited to settle Mrs A's claim by fitting an OE windscreen and paying her £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 18 January 2024.

Daniel Martin
Ombudsman