

The complaint

Mr J complains Admiral Insurance Company Ltd (Admiral) unfairly settled his claim on his motor insurance policy.

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

What happened

Mr J took his car for its MOT and it did not pass due to a chip in the windscreen. He made a claim on 10 March 2021 for a replacement windscreen on his motor insurance policy held with Admiral.

Admiral offered Mr J an appointment with its supplier for the replacement to be completed on 17 March 2021. He was unhappy with the date as he was keen to get the glass replaced quickly so his car could pass its MOT.

Mr J instructed the garage who had undertaken the MOT to replace the windscreen and wants Admiral to settle the claim.

Admiral refused to pay out the full cost of the windscreen as it said within the policy terms and conditions the windscreen replacement must be performed by its own supplier. It said it would only offer £50 for the replacement plus the cost for calibration. It also said it had informed him of this when he made his claim.

As Mr J was not happy with Admiral he brought the complaint to our service. He said Admiral should not have applied its terms and conditions in this case.

Our investigator did not uphold the complaint as he didn't think Admiral had done anything wrong by only paying within the terms and conditions of his policy.

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

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.

I have looked at the information in Mr J's insurance policy documents.

Within the Car insurance guide booklet it includes the following;

"Section 5: Windscreen damage

1. Cover for your windscreen

We will pay: to repair or replace broken glass in **your car's** windscreen, windows or sunroof"
2. *What is not covered*

We will not pay: more than £25 for each glass repair or £50 for each glass replacement after we have deducted **your excess**, if the repair or replacement is not arranged via our glass repair helpline”.

Within Mr J's policy schedule it says;

*“If you make a claim for windscreen damage, and have windscreen cover (automatically included with Comprehensive cover), the following excess applies:
£115 for replacement or £25 for repair”*

I think the documentation is clear. A replacement windscreen is subject to an excess and if it is not completed by Admiral's supplier it will only pay out £50 for the replacement after the excess.

Mr J said he accepts Admiral acted with the terms and conditions of his policy, but he believes Admiral should not have applied them in this case.

Mr J's reason for this is that on the date of the MOT test and fail, he had to make a decision on the way forward so that his car would pass its MOT before its current MOT ran out. He believes that as there was not enough time for Admiral to repair the windscreen before his car's MOT ran out, it should have allowed the main dealer, who had undertaken the MOT, to carry out the repair. And it should have settled his claim at the cost it would have been to complete the replacement with its own supplier.

I looked into the timeline of events in this case.

Mr J's Car failed its MOT on 10 March 2021 due to a major defect: *Windscreen damaged and affecting the driver's view of the road (3.2 (a) (ii))*. The MOT was due to run out on 14 March 2021.

Mr J called Admiral on 10 March 2021, after his car had failed its MOT, due to the windscreen damage, to organise replacement of the windscreen under the terms of his policy with them.

I listened to the calls Mr J made to Admiral on 10 March 2021 and 19 March 2021. Admiral initially offered an appointment for the windscreen to be replaced on 23 March 2021 and then 17 March 2021.

Mr J said that the chip had been on his windscreen for more than a few weeks. He said he had not made a claim for repair to Admiral at the time of the damage as it did not seem that serious to him.

I do accept the appointment dates did not work for Mr J as replacement of the windscreen was required to enable his car to pass its MOT. He wanted the windscreen to be replaced before his MOT ran out on 14 March 2021. As after this date, with the defect in the windscreen, he would not legally be allowed to drive his car to the appointment of 17 March 2021.

As Admiral were unable to offer an appointment for the windscreen to be replaced before his MOT ran out, Mr J made the decision to instruct the garage that had undertaken the MOT to undertake the replacement of the windscreen.

Admiral accept it incorrectly told Mr J he would be legally allowed to drive his car to the appointment it had offered on 17 March 2021. It said it failed to advise him that as his car would not have a valid MOT at that date it would be classed as unroadworthy due to the windscreen chip. And he would need to arrange recovery of the car to the appointment location. Although Mr J did not drive his car, Admiral paid him £50 compensation for the misadvice.

After considering all the evidence and the timeline I don't believe that Admiral have acted unfairly in this case. The urgency to undertake the replacement of the windscreen was so that Mr J's car could pass its MOT whilst its current MOT was still valid.

Admiral cannot be held responsible for Mr J not reporting the damage to the windscreen until after his car failed its MOT. Or that there were only four days before the current MOT was due to run out.

I do understand that there have been some restrictions in place due to the Covid pandemic. I also accept that Mr J was doing his best to shield himself and his family. However, as he was aware of the chip, he could have made an appointment for it to be repaired prior to booking the MOT for his car. This would have ensured the repair was not needed with such urgency after his car failed its MOT. And he could have made an appointment for the windscreen replacement that suited his personal situation.

I think the appointment Admiral offered was within a reasonable timescale after the date the damage was reported. But I do recognise this meant Mr J's MOT would run out before the repair appointment date.

But I do not agree that Admiral should waive the terms and conditions of Mr J's policy. And I do not agree it should pay Mr J the cost it would have been for its own supplier to replace the windscreen. This is because Mr J had a number of weeks prior to this when he should have reported the damage and arranged repair with Admiral.

I think that the payment of £50 towards the cost of the replacement, plus the additional £187.20 for the calibration is fair in this case.

I understand that this will be a disappointment to Mr J, but based on the evidence I have seen and considered I don't think Admiral have been unfair. I'm satisfied it acted fairly and in line with the terms and conditions of Mr J's Policy. And I do not believe that it should have waived the terms and conditions of his policy.

Therefore, I do not uphold Mr J's complaint and do not require Admiral to do anything more in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 30 March 2022.

Sally-Ann Harding
Ombudsman