

## **The complaint**

Mrs T complains about the level of service provided by U K Insurance Limited (UKI) when she made a glass claim on her motor insurance policy. Mrs T is represented in this matter by Mr T, a named driver on her policy. He wants UKI to reimburse Mrs T the full cost of the repair, less the policy excess, and pay her £30 compensation.

## **What happened**

Mrs T contacted UKI's agent to replace a broken window in her car. It wasn't able to give Mrs T a date for an appointment as it said the replacement glass would have to be ordered. Mrs T contacted UKI two days later to say that she still didn't have an appointment and needed the car to get to work.

UKI found that the glass had yet to be ordered. UKI explained that Mrs T could have the glass replaced elsewhere and it would reimburse her up to the policy's limit of £200, less the £75 policy excess. As she had no timescale from UKI's agent, Mrs T had the glass replaced elsewhere. UKI said it hadn't done anything wrong.

Our Investigator recommended that the complaint should be upheld in part. She thought UKI was responsible for its repairer's actions. She thought it could have given Mrs T a timescale for the replacement as the glass took only a few days to arrive after it had been ordered. She thought Mrs T hadn't been given enough information to make a decision on what to do.

And so she thought UKI should pay her £100 compensation for her trouble and upset. But she thought UKI had provided reasonable customer service and had explained Mrs T's option to have the work done privately. So she thought it needed to reimburse Mrs T only up to the policy limit.

Mr T replied that they agreed with this. UKI replied that the glass had been ordered a day after the claim was notified and an appointment was offered for the fitting two days later. But Mrs T had already had the repair done. It thought its agent had responded reasonably promptly to the claim. UKI asked for an Ombudsman's review, so the complaint has come to me for a final decision.

## **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 agree with UKI that, in the end, the replacement glass was ordered, and Mrs T was contacted to make an appointment for fitting it within a reasonable time. But I think Mrs T's complaint centres around what she was told about the timescales for sourcing the glass and providing her with an appointment to fit it.

Mrs T's side window had been smashed and her car was unsecure. She couldn't use it to travel to work. And I think she made this clear to UKI when she called it two days after notifying the claim. UKI's own notes state that the glass hadn't then been ordered and no timescale could then be provided for replacing it. Mr T said UKI's agent had told them the earliest repair would be a week after notification.

And so I think Mrs T wasn't provided with a timescale for the replacement of the glass. She was left with the impression that this could take weeks. And she needed her car. So I think Mrs T then quite reasonably decided to use her own repairer and the glass was promptly repaired.

I think it was reasonable, and in keeping with the policy's terms and conditions, for UKI to reimburse Mrs T for the cost of her repairs up to the policy limit and after deducting her policy excess. And Mrs T agrees that this is in keeping with the policy's terms and conditions.

But Mrs T is yet to receive her reimbursement. UKI said it hasn't made this payment because Mrs T had brought her complaint to our service. But I think it should have made an interim payment for her claim, which it had accepted, in the meantime. So, as Mrs T has been without her money for some time, I think UKI should add interest to this.

I think the level of service provided by UKI's agent caused Mrs T avoidable trouble and upset. She had to escalate matters to UKI. She had to find her own repairer. She was without her car until the glass was replaced. And she was caused frustration by not knowing how long it would take for the repair to be done. I also can't see why it took so long for UKI to order the glass for a common car make and why it couldn't provide Mrs T with a more accurate timescale.

Our Investigator recommended that UKI should pay Mrs T £100 compensation for this trouble and upset. I agree as I think this is in keeping with our published guidance for this level of impact.

### **Putting things right**

I require U K Insurance Limited to do the following:

1. Reimburse Mrs T £125 for the cost of having her window replaced. Interest should be added to this amount at the rate of 8% simple per annum from the date the invoice was provided to UKI to the date of settlement†.
2. Pay Mrs T £100 compensation for the distress and inconvenience caused by its level of service.

†If UKI considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs T how much it's taken off. It should also give Mrs T a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint in part. I require U K Insurance Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 22 August 2022.

Phillip Berechree  
**Ombudsman**