

The complaint

Mrs S complains that U K Insurance Limited (UKI) won't pay for the full cost of replacing her windscreen following a glass claim on her motor insurance policy.

What happened

Mrs S made a claim for windscreen replacement. If she used UKI's approved supplier, it would cover the full cost of the replacement. But UKI's supplier wasn't able to provide a replacement. After three weeks, Mrs S had the windscreen replaced elsewhere. But UKI would only pay her £125 towards the cost as this was the policy limit when a customer used their own provider.

Our Investigator recommended that the complaint should be upheld. She thought UKI wasn't able to tell Mrs S when a replacement windscreen would be available from its provider. She thought UKI hadn't made the policy limit clear in a call with Mrs S. And so she thought UKI should pay Mrs S the full cost of replacing the windscreen. She thought UKI's supplier had reasonably paid Mrs S £100 compensation for poor communication and delays.

UKI replied that it had made Mrs S aware that there was a policy limit if she chose to use her own repairer. It said the car was still driveable as there was just a small crack on the passenger side of the windscreen.

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.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

I can see that Mrs S's policy states on page 17 under "Section 5: Windscreen damage" the following:

"How much am I covered for?"

- *if you use an approved windscreen supplier for repairs or replacement, we'll pay up to the market value.*
- *if you choose a different supplier for repairs, we'll pay up to £40.*
- *if you choose a different supplier for replacement, we'll pay up to £125."*

Mrs S made her claim to UKI, but its authorised repairer didn't have a replacement available, and it couldn't tell Mrs S when one would be available. Mrs S waited for three weeks and then she had the replacement made at her dealer's garage.

UKI said the replacement wasn't needed urgently. But Mrs S has described the crack as about 200mm long and spreading. She was concerned about her passenger's safety. And she decided not to use the passenger seat. I haven't seen any evidence from UKI to contradict this, and so I'm satisfied that Mrs S had cause for concern.

UKI said there was a global shortage of replacement windscreens. But Mrs S's garage was able to source one immediately. So I'm not persuaded that that was the case. And I think UKI's repairer could have contacted the dealer's garage if it had been more proactive. This would then have avoided the delays and the dispute.

So, Mrs S decided to have the windscreen replaced at the dealer's garage. I accept that she had been told by UKI that there was a policy limit of £125 for using her own garage. Mrs S acknowledged this in one call, saying "*So I might have something to pay*". And she didn't challenge the provider when she was told to send in the invoice, and it would then pay her £125. But I can understand that Mrs S may have confused the policy excess with the policy's limits.

But whilst I accept that £125 is the policy limit for using a non-approved repairer, I don't think it's fair and reasonable for UKI to rely on this in Mrs S's particular circumstances. This is because I'm satisfied that waiting three weeks for a replacement was too long and left Mrs S with concerns that she was unable to safely drive her car.

Insurers have a duty to deal with claims promptly. It wasn't Mrs S's fault that UKI couldn't replace her windscreen sooner. It couldn't give her a date for when this would be done. I think it was unfair for UKI to expect Mrs S to wait indefinitely for the replacement when she was concerned about the car's safety. And I think she reasonably mitigated her losses by having the windscreen replaced privately.

Mrs S wouldn't have incurred costs if UKI had been able to replace her windscreen. So, to restore Mrs S's position, I think UKI should cover the full cost of the replacement. From what I can see, its repairer has already paid Mrs S £125. And now I think UKI should pay her the £337 outstanding balance, subject to any policy excess.

Putting things right

I require U K Insurance Limited to reimburse Mrs S the full cost of her windscreen replacement, subject to any policy excess.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require UKI to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 18 July 2023.

Phillip Berechree
Ombudsman