

The complaint

Mr H and Ms A complain that U K Insurance Limited ("UKI") is responsible for mishandling of a claim on their motor insurance policy.

What happened

The subject matter of the claim and the complaint is a car, made by a large European car-maker and first registered in 2009. One of its features was a panoramic glass sunroof.

Mr H acquired the car no later than mid-March 2019 (the date of its most recent V5, according to DVLA).

For the year from mid-March 2022, Mr H had the car insured on a comprehensive policy. He was the policyholder. The policy also covered Ms A as a named driver.

The policy included cover for repair or replacement of broken glass in the windscreen, sunroof, or windows. UKI was responsible for dealing with any claim.

Any claim for glass repair was subject to an excess of £10.00. Any claim for glass replacement was subject to an excess of £75.00. The policy schedule contained a limit of £125.00 for replacement if the policyholder didn't deal directly with UKI's glass company.

Unfortunately, Mr H reported that on 23 October 2022, a hailstone cracked the sunroof.

In mid-November 2022, Mr H paid the excess of £75.00 to the glass company.

In mid-December 2022, Mr H had an appointment at a local depot of the glass company. He complained to the glass company about the outcome of that appointment.

Much of the complaint is about the acts and omissions of the glass company. As UKI was ultimately responsible for dealing with the claim, I hold UKI responsible for such acts or omissions and I may refer to them as UKI's.

By a final response dated early February 2023, the glass company turned down the complaint. It said the sunroof was obsolete and not in stock with its suppliers.

Mr H and Ms A brought the complaint to us within a few days. He said that the glass company had ordered the incorrect part and after a lengthy delay until the appointment, it broke and removed the cracked sunroof, and said that it couldn't source a correct replacement.

Mr H sent us a local garage's estimate dated late October 2022 for £251.85 plus VAT of £50.37, a total of £302.22 for the supply of a replacement roof.

We treated the complaint as against UKI.

Both Mr H and UKI have said that the glass company refunded the excess and offered

£75.00 as an apology.

our investigator's opinion

Our investigator recommended that the complaint should be upheld in part. He didn't find UKI's offer to be a fair way of resolving things. He recommended that UKI should:

- pay £250.00 plus an amount up to the policy limit of £125.00 upon receipt of a repair estimate - but not waive the excess.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr H and Ms A and to UKI on 4 August 2023. I summarise my findings:

I didn't consider that Mr H had chosen not to deal directly with UKI's approved glass company. So I didn't find it fair and reasonable to apply the limit of £125.00.

As there was no more recent estimate, I found it fair and reasonable to direct UKI to pay Mr H the amount of £302.22 for the replacement sunroof plus Mr H's estimate of £50.00 for fitting. It would be fair for UKI to deduct the £75.00 excess.

Subject to any further information from Mr H and Ms A or from UKI, my provisional decision was that I upheld this complaint. I intended to direct U K Insurance Limited to:

1. pay Mr H £302.22 for the replacement sunroof less the £75.00 excess (a balance of £227.22); and
2. pay Mr H £50.00 for fitting; and
3. pay Mr H and Ms A (jointly) £300.00 for distress and inconvenience.

Mr H and Ms A haven't responded to the provisional decision.

UKI accepted the provisional decision.

I see no reason to change my view.

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.

The policy schedule included the following:

"If you do not deal direct with our approved company [name of glass company], the excess will still apply and our maximum payment will be £125 for replacement and £40 for a repair"

The Insurance Product Information Document summarised the restrictions on cover including one as follows:

"Any amount greater than £125 if you do not use our approved windscreen supplier"

UKI's policy terms section D covered glass claims. The policy terms included the following:

"Conditions for sections B, C and D"

... *Parts*

We may decide to repair your car with parts which have not been made by your car's manufacturer but which are of a similar standard, including recycled parts. If any part or accessory is not available, the most we will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list (plus reasonable fitting costs)."

UKI hasn't provided us with direct records or other evidence from the glass company (apart from its short final response). So I prefer the direct evidence from Mr H and Ms A.

I have no reason to doubt the estimate from the garage for the supply (but I think not the fitting) of the glass. I accept Mr H's statement that the garage told him the glass would be available from Europe within a matter of days from late October 2022.

In its submission to us, UKI said that the glass company had tried unsuccessfully to order the glass through the garage. But UKI hasn't provided any date or other details to support that. And the glass company didn't mention that point in its short final response. So I don't find that the replacement sunroof glass for the car was unavailable.

I accept Mr H's statements that the glass company ordered the wrong part, caused delay, and then broke and removed the cracked sunroof without a suitable replacement.

I accept that someone installed a plastic sheet over the roof, but this tended to collect a pool of rainwater and it wasn't as secure as a glass roof. Mr H has shared with us that one of his young children lives with autism. Keeping that in mind, I accept that Mr H and Ms A have suffered a great deal of inconvenience and upset through having the temporary roof since late October 2022.

Putting things right

I've thought about how best to direct UKI to try to put right the failings in the service to Mr H.

I don't consider that Mr H has chosen not to deal directly with UKI's approved glass company. So I don't find it fair and reasonable to apply the limit of £125.00.

As there is no more recent estimate, I find it fair and reasonable to direct UKI to pay Mr H the amount of £302.22 for the replacement sunroof plus Mr H's estimate of £50.00 for fitting. It will be fair for UKI to deduct the £75.00 excess.

(Incidentally, if the glass hadn't been available, then UKI would've had to pay the manufacturer's most recent UK list price, plus reasonable fitting costs. Although no-one has provided a list price, I would've found it fair and reasonable to direct UKI to pay Mr H the amount of £302.22 plus his estimate of £50.00 for fitting. It would've been fair for UKI to deduct the £75.00 excess.)

I've thought about adding interest. But Mr H hasn't said he's yet paid for a replacement. And Mr H hasn't taken the opportunity to provide more up to date evidence of the cost of the replacement sunroof and fitting. So I won't direct UKI to pay interest.

I keep in mind the length of time that Mr H and Ms A have had to travel and to transport their family in a car with an unsatisfactory sunroof. The only attempt by the glass company and UKI to put things right was the glass company's waiver of the excess and its offer of a further £75.00. I find it fair and reasonable to direct UKI to pay Mr H and Ms A (jointly) £300.00 for the distress and inconvenience UKI's failings caused Mr H and Ms A.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct U K Insurance Limited to:

1. pay Mr H £302.22 for the replacement sunroof less the £75.00 excess (a balance of £227.22); and
2. pay Mr H £50.00 for fitting; and
3. pay Mr H and Ms A (jointly) £300.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Ms A to accept or reject my decision before 26 September 2023.

Christopher Gilbert

Ombudsman