

## The complaint

Mr A complains that Marshmallow Insurance Limited wants to use a non-manufacturer's part to replace his windscreen following a claim made on his motor insurance policy. He wants it to use a manufacturer's part.

## What happened

Mr A made a windscreen claim but he was unhappy that Marshmallow wanted to replace it with a non-manufacturer's part. Mr A said he'd had previous experience where such a part had been unsafe. Marshmallow said it was entitled to use non-manufacturer's parts by the policy's terms and conditions. It said that if Mr A wanted a manufacturer's windscreen, then he would have to pay the difference in costs. But it offered Mr A £100 compensation for its delay in responding to his complaint.

Our Investigator didn't recommend that the complaint should be upheld. She thought Marshmallow was acting in keeping with the policy's terms and conditions which Mr A had accepted. She didn't see any evidence that the replacement offered was unsafe. And she thought Marshmallow's offer for its service failing was fair and reasonable.

Mr A replied providing a report from a previous warranty claim for a replacement windscreen. As Mr A didn't agree with the Investigator's view, 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 can understand that Mr A wants to keep his family safe. He says that he will use non-manufacturer's glass if Marshmallow tells him what it will do if there is glare. In the meantime, he has a cracked windscreen. 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 the policy booklet states on page 39 under Glass Damage:

*"We may at our discretion use parts that have not been supplied by the original manufacturer. If you insist that we use parts supplied by the original manufacturer even though alternative non- original manufacturer parts are available you will be required to pay us any difference in the cost of such parts."*

Mr A accepted the policy's terms and conditions when he bought it. And so I would usually say that it was fair and reasonable for Marshmallow to rely on this policy condition. But Mr A said that non-manufacturer's replacement windscreens in the past had been unsafe.

We're not engineers. We don't assess whether or how repairs to a vehicle would be done as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision about repairs.

Mr A provided a report from Marshmallow's agent in 2019 stating:

*"Warranty job for the heating element is being too obvious and shiny"*

Mr A said this caused unsafe glare when the sun was out as the glare travelled across the screen and was blinding when turning. I don't doubt what Mr A says. But the report doesn't state this. And I can't see that the report shows that the windscreen was replaced with a manufacturer's product.

I can't see that Marshmallow has any other expert evidence to consider. And so I can't see that Marshmallow has any evidence to show that the intended replacement windscreen is unsafe. And so I can't say that it should use a manufacturer's replacement.

So, in keeping with the policy's terms and conditions, Mr A has the option of having the non-manufacturer's replacement fitted or paying the difference to have an original replacement. Marshmallow has also offered him the option of paying for an anti-glare film if he so wishes.

If Mr A were to go ahead with a non-manufacturer's replacement, then he could rely on the policy's terms and conditions on page 25 which guarantee repairs made by an approved repairer, as I think he has previously done with other insurers.

I can see that Marshmallow's long delay in responding to Mr A's complaint has caused him trouble and upset whilst he has awaited its decision about replacing his windscreen. I think that as Mr A was awaiting a solution to his initial concern with Marshmallow's service, then I can consider this here as it's part and parcel of his complaint. Marshmallow offered Mr A £100 compensation for this delay after the complaint came to us. I think that's fair and reasonable in the circumstances for the trouble and upset caused.

### **Putting things right**

I require Marshmallow Insurance Limited to pay Mr A £100 compensation for the distress and inconvenience caused by its level of service, as it has offered to do.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 January 2024.

Phillip Berechree  
**Ombudsman**