

The complaint

Mr S complains about how U K Insurance Limited (“UKI”), trading as Churchill, declined a claim for a damaged windscreen under his car insurance policy.

What happened

Mr S’s windscreen was damaged when it was scratched. He called UKI and made a claim.

It told him that the damage to the windscreen wasn’t covered as it was excluded under the “wear and tear” section of the policy.

Mr S complained. UKI issued him with its final response saying that it wouldn’t cover the windscreen because it didn’t cover scratches.

Mr S had also made other complaints about the way UKI handled his complaint. UKI offered him £150 compensation for these, which Mr S accepted.

As he remained unhappy, he brought his complaint to this service. He asks that his windscreen is repaired or replaced.

Our investigator looked into his complaint and thought it would be upheld. She thought that UKI’s policy said it would fix “damage” to Mr S’s car, but it didn’t say whether scratches to the windscreen fell into that description. She thought it should handle Mr S’s claim for his windscreen under his policy cover because it hadn’t excluded what had happened.

UKI didn’t agree. It said it couldn’t define every word in its policy. It said it had offered to cover the windscreen replacement under the cover applicable to the car, rather than the windscreen cover, which would be subject to the appropriate excess.

Because UKI didn’t agree, this complaint has come to me to make a 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.

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Having done so, I’m upholding Mr S’s complaint. I’ll explain why.

Under the terms of Mr S’s policy, I can see the following section:

“Section 5: Windscreen damage

We’ll help put things right if the glass in your car is damaged.

What we’ll do

We'll:

> Replace or repair broken glass in the windscreen, sunroof or windows of your car."

The exclusions relating to this part of the cover make no reference to the type of damage that might not be covered.

I've looked at photos of Mr S's windscreen and I think it's fair I say that it's damaged.

So, it follows I think cover applies under this section of the policy, rather than elsewhere (such as the 'Accidental damage' section as suggested by UKI).

There's been considerable correspondence post-view between this service and UKI about the meaning of words in its policy.

UKI has maintained its position that the windscreen wasn't "*broken*" which is referred to in the "*What we'll do...*" shown above.

UKI has said it's not possible to define every word in a policy, which is why it didn't define "*broken*". In later correspondence with this service, UKI has said it means words like "*reduced to fragments; fragmented*".

I've considered this, but I'm not persuaded this means Mr S's claim isn't covered under this section of the policy. My thinking here is that a windscreen may be damaged by being chipped or cracked, which again don't mean the windscreen is in actual fragments.

I think it's reasonable that 'damage' includes the sort of scratch shown in Mr S's case which is significant and covers an arc from the passenger side of the car across into the driver's field of view.

So although his windscreen hasn't been cracked or chipped, the fair and reasonable application of the term "*broken*" in this case would reasonably seem to mean it was broken in effect, because glass is meant to be seen through and so it's fair to say that it fails to perform (which might mean it's 'broken') when it can no longer be used to see through.

But, critically, I think if UKI didn't want to cover scratched glass under the terms of its policy then I think it should have made sure that was clear to Mr S in its exclusions relating to the windscreen cover.

So, I don't think UKI has shown the damage to his windscreen is excluded and it follows that I think UKI need to arrange for Mr S's windscreen to be repaired or replaced under the terms of the windscreen section of its policy.

For the avoidance of doubt, what I mean by this is that UKI need to handle his claim for the windscreen under the policy terms. It may be that the windscreen can be repaired in some way, but if this isn't possible then UKI need to arrange for its replacement under the windscreen damage section of cover.

My final decision

For the reasons explained above, my final decision is I uphold this complaint. I require U K Insurance Limited trading as Churchill, to settle Mr S's claim for his windscreen under the remaining policy terms.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or

reject my decision before 23 April 2024.

Richard Sowden
Ombudsman