

The complaint

Mrs T and Mr S complain that when Mrs T made a claim on her motor insurance policy's windscreen cover, U K Insurance Limited ('UKI') and its agent provided very poor service.

What happened

Mrs T made the claim for a cracked windscreen on 3 August 2023. The next day she told UKI its agent had said it couldn't replace the windscreen for two weeks, but she and Mr S were due to go on a pre-booked holiday abroad - by car - the following week, so the replacement was urgent. She said her local dealership garage had windscreens in stock and could do the work immediately for around £1,000.

UKI's advisor told her it would only pay £125 towards the work if it was done by a non-approved repairer. Mrs T said she'd have to book a hire car. She called again on 7 August 2023 to say she'd paid for one for the holiday for £2,500. UKI and its agent later wouldn't reimburse the cost, as they said she didn't have authorisation for the hire. The windscreen was repaired six weeks after the claim was made. In the meantime, Mrs T and Mr S had to get to work without their own transport.

One of our investigators reviewed the situation and noted that UKI had paid Mrs T £150 compensation for an error in ordering the windscreen, for giving her inaccurate information and later for not arranging a manager's call back. The investigator didn't think UKI had done enough, given that Mrs T had told it about the imminent holiday and also that the car was needed to get to work. Mrs T and Mr S were unable to use it for 40 days, partly because of the agent's error. The investigator thought UKI should have authorised the work to be done by the dealership garage, so she said it should pay in compensation the sum the dealership garage would have charged, plus £300 extra compensation for distress and inconvenience.

UKI said Mrs T hadn't used the dealership garage to replace the windscreen, so there was no loss there. It said the windscreen had to be ordered, which was beyond its control, and that it thought the £150 compensation it had paid was sufficient. The investigator said UKI should have tried to source the windscreen elsewhere and should have prioritised the claim. She accepted that UKI shouldn't have to pay for the hire, as the repair could have been done for around half the cost of that. But she remained of the view that UKI should contribute towards the costs incurred by Mrs T and Mr S, in line with what was fair and reasonable.

As there was no agreement, the complaint was passed to me for review, and I issued a provisional decision as follows:

We look at each case on its own merits. Here, UKI has relied on the policy's terms and conditions, which limit payment for work by non-approved repairers. But I don't think UKI considered the particular circumstances Mrs T and Mr S found themselves in. In many cases, it might be reasonable to expect a consumer to wait until UKI's agent has sourced a windscreen and arranged to fit it. But I think the circumstances here meant it should take a different approach, in order to arrive at a fair and reasonable outcome.

Mrs T and Mr S were going on a pre-booked holiday by car a week before UKI's agent said it could carry out the work. If their car couldn't be repaired before then, the only other option was to hire one. Mrs T told UKI the work could be done straight away by her local dealership garage. UKI's advisor simply referred to the £125 contribution towards the cost of that and said that most consumers wait for the approved repairer's appointment. But most consumers aren't in the unfortunate position Mrs T and Mr S were in. I don't think it was reasonable to expect them to forego their planned holiday in order to wait for a delayed windscreen replacement.

In my opinion, the best and most reasonable option for Mrs T and Mr S would have been to have the windscreen replaced by the dealership garage. It would have cost around half of the cost of hire for two weeks, and the car would then have been functional again for getting them to work, before and after the holiday. It isn't clear why they chose to hire instead, as that choice left them without transport on their return to the UK, and there was a further delay before the windscreen could be replaced. Mrs T says that in effect they ran out of time before the holiday and had to hire, having spent time negotiating with UKI. But I think UKI made it clear in the first call that it wasn't going to budge on its position, so I think it would have been reasonable for Mrs T and Mr S to have instructed the dealership garage then.

UKI has a duty to provide consumers with prompt and fair service. The supply of parts is outside its control, but I think UKI needs to consider the impact of delays on consumers. In many cases, a delay in replacing a windscreen may not cause much inconvenience, but in this case, it did. The pre-arranged holiday abroad booked by Mrs T and Mr S was at stake. UKI could have authorised the dealership garage to replace the windscreen. It may be that other providers didn't have a supply issue either, so they may have been able to carry out the work for less than the dealership garage. But the file shows that UKI made no attempt to look at any other options.

As a result of UKI not being flexible in trying to assist Mrs T and Mr S, they ended up paying a large sum for hire and then having to wait longer than expected for their windscreen to be repaired. I don't think it would be reasonable to require UKI to refund the hire charges, as they could have been avoided had Mrs T and Mr S made a different choice. That would have been to pay the dealership garage to carry out the work (at a total cost of £1,400) and then ask UKI for reimbursement. Consumers have a duty to minimise their losses where possible.

I think it would be fair and reasonable for UKI to make a contribution towards the outlay that Mrs T and Mr S incurred as a result of not getting assistance from UKI before their holiday. I've taken into account the fact that UKI had to pay for the windscreen to be replaced. I'm minded to say it would be fair and reasonable for it to pay £1,000 towards Mrs T and Mr S's costs. I also think it should pay a further £200 compensation for distress and inconvenience, in addition to the £150 it has already offered for errors and for providing some inaccurate information). I don't think it recognised the full impact of the delay in terms of the inconvenience faced by on Mrs T and Mr S for four of the six weeks it took until the work was done. I think it could have been avoided had UKI been more flexible in this particular case.

I asked the parties to comment on my provisional findings, but neither of them did.

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.

As neither party made any comment on my provisional findings, there's no reason to depart from them. So, for the reasons set out above, I'm upholding this complaint

My final decision

My final decision is that I uphold this complaint. I require U K Insurance Limited to do the following:

- Pay Mrs T and Mr S £1,000 towards their costs
- Pay Mrs T and Mr S a further £200 for distress and inconvenience (£350 in total).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs T to accept or reject my decision before 26 August 2024.

Susan Ewins

Ombudsman