

## **The complaint**

Miss A has complained about a windscreen repair that was carried out by an agent of U K Insurance Limited trading as Direct Line (UKI) when she claimed under her car insurance policy.

## **What happened**

Miss A made a claim under her car insurance policy with UKI in August 2022. Part of the repairs included a windscreen replacement.

In August 2024 Miss A contacted UKI's agent as she said the windscreen was damaged and she believed it to be caused by the fitting of the windscreen in 2022. So Miss A wanted UKI to replace it under the warranty.

UKI's agent said it was new damage caused by a chip and therefore not covered under the warranty.

Miss A disagreed and complained. She was unhappy with UKI's agent's decision and for its failure to respond to her requests to deal with her complaint.

UKI didn't uphold Miss A's complaint. So Miss A brought her complaint to us.

One of our Investigators thought UKI's decision not to deal with the windscreen claim under the warranty was reasonable. From the evidence and images available, he agreed with UKI that the damage appeared to stem from a chip in the windscreen. Without evidence to show the damage stemmed from the fitting of the windscreen in 2022, the Investigator didn't recommend UKI replace the windscreen under warranty, as it was new damage.

The Investigator considered the poor service UKI provided in failing to respond to Miss A's request for her concerns to be treated as a complaint as an ancillary issue to the issue - as the matter remained unresolved for Miss A. But Miss A didn't receive a response and had to contact UKI again a month later.

For the distress and inconvenience caused, the Investigator recommended UKI pay Miss A £50 compensation.

UKI accepted the Investigator's view. Miss A didn't agree and so the case has been passed to me to decide.

## **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've looked at the photos provided by Miss A. I cannot safely conclude that the origin of the crack comes from the seal of the windscreen, and that this evidences a fault with the windscreen or the fitting of it. The photos show there is a chip at the centre of the lines that crack away to the end of the windscreen.

As the Investigator explained, if there was a report of equal weight to conclude that the damage was something covered under the warranty, I would expect UKI to reconsider the claim. But as things stand, I don't think UKI's decision to reject the claim was unreasonable.

I think UKI failed to respond to Miss A's reasonable request for her concerns to be dealt with as a complaint. Miss A was expecting a response, but failed to receive one and had to contact UKI again a month later. As the Investigator explained, this service can consider poor complaint handling if it is ancillary to the issue, which in this case it was.

For the delay and poor service UKI provided to Miss A here, I think it should pay compensation of £50. I understand Miss A wants £100 compensation. But I think £50 is within the range of awards we give in similar circumstances.

My final decision

My final decision is that I uphold this complaint in part. I require U K Insurance Limited trading as Direct Line to pay Miss A £50 compensation for the distress and inconvenience caused.

U K Insurance Limited trading as Direct Line must pay the compensation within 28 days of the date on which we tell it Miss A accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If U K Insurance Limited trading as Direct Line considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Miss A how much it's taken off. It should also give Miss A a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 2 July 2025.

Geraldine Newbold  
**Ombudsman**