

## **The complaint**

Mr A complains about how Admiral Insurance (Gibraltar) Limited handled a glass claim made on his motor insurance policy. He wants his car's windscreen replaced with a manufacturer's genuine part, the excess waived and compensation for his trouble and upset.

## **What happened**

Mr A's car's windscreen was cracked, and he contacted Admiral's agent for a replacement. The agent explained that a manufacturer's genuine replacement would cost more under his policy than a like for like replacement. Mr A was unhappy with this, that a courtesy car wasn't provided and with the delay in repairs. He said he hadn't been provided with a policy booklet to understand the terms and conditions about the windscreen cover.

Admiral paid Mr A £65 compensation as it couldn't explain why he hadn't received the policy booklet, and £25 compensation for a late response to his complaint. But Mr A remained unhappy.

Our Investigator didn't recommend that the complaint should be upheld. She thought Admiral had provided evidence that it had posted the policy booklet to Mr A after he took out his policy, finalised during a call. And she thought it had also directed him to this online. So she thought its offer of £65 compensation was fair and reasonable.

She thought the policy excesses were clearly set out and she saw no reason why Admiral should waive this or refund any premium. She thought Admiral had provided Mr A with a breakdown of the costs of windscreen replacement either through its agent or outside of it. And she thought it was Mr A's dissatisfactions that had delayed the repairs.

Mr A replied that he thought Admiral had inflated the costs of windscreen replacement. He said he had finalised buying his policy in a phone call and wasn't made aware of the windscreen cover terms and conditions until after he made a claim.

## **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 his car repaired. From what I can understand, this has yet to be done and he's thinking about declaring the car SORN because of the cracked windscreen. He says the delays are because of Admiral's level of service and unfair costs.

Mr A has provided evidence to show that he could have his windscreen replaced with a manufacturer's genuine part for less than Admiral said its supplier would charge. Our Investigator has already explained that it's not for us to tell a business what service agreements it should have with its suppliers and agents. 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.

Mr A said he finalised buying the policy in a phone call and the agent didn't then explain the terms and conditions about glass replacement. But I wouldn't expect the agent to then go

through all the policy's terms and conditions. But Admiral should direct Mr A to where he can find these so that he can check that the policy meets his needs and cancel it if it does not.

Mr A said that when he first took out his policy he asked for the policy booklet to be posted to him, but this hadn't arrived. Admiral has provided us with evidence showing that it posted the policy booklet to Mr A. So I don't know why he didn't receive this. And I can't see that he chased Admiral for another copy. But Admiral has accepted that Mr A may not have received the booklet, and it paid Mr A £65 compensation for his inconvenience. I think is in keeping with our published guidance and so it's fair and reasonable.

The policy then renewed, and Mr A was sent his new policy schedule and directed to the policy documents online. So I think Admiral reasonably made these available to Mr A and it was for him to read them and check that the policy still met his needs.

The terms and conditions for windscreen cover are set out on page 13 of the policy booklet:

*"If we need to replace any glass, we may use glass which is not provided by the vehicle's manufacturer but is of a similar standard and quality. If there is no glass available and it cannot be reasonably sourced, we will pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs."*

So Admiral said it wouldn't always use a manufacturer's glass, but it would be alike in standard and quality. And Mr A was told he could use another supplier instead of Admiral's agent:

*"If the repair or replacement is not arranged through our glass helpline, and costs more than your excess, we will pay up to:*

- *£25 for each glass repair*
- *£50 for each glass replacement."*

So I think Admiral set out clearly the level of cover provided under the policy and what would be provided if a claim was made through an alternative supplier. Mr A wanted to use manufacturer's glass, and so Admiral explained the costs to him in an email:

*"...I can confirm the pricing for dealer glass without using insurance including vat is £1,595.22.*

*A cash price for standard glass (like for like) including vat is £1,049.90.*

*If you wanted to go through the insurance for the standard glass it is your excess of £115.*

*If you wanted the dealer glass through the insurance you would need to pay (including excess and VAT) £660.32."*

So I think Mr A had the option of using manufacturer's glass, if he wished. This would be at a higher cost than like for like glass, which I think isn't unusual, and he would still have a benefit from his policy. And he had the option of using an alternative supplier. But the cost to him would be higher as this was outside Admiral's service agreements. And I can't say that this was unfair or unreasonable.

Mr A said Admiral had caused delays in making his repairs. But I disagree. I think Admiral presented Mr A with his options in a timely manner and it, and its supplier, tried to resolve his complaints and undertake the repair. From what I can see, the delays were caused by Mr A declining to pay the charge set out in the policy if he were to have manufacturer's glass or deciding not to proceed with the repair. So I can't say that Admiral is responsible for Mr A's windscreen not yet being replaced. And I therefore don't require it to pay him any further compensation.

Mr A wanted a courtesy car as his car was unroadworthy. But Mr A had made a claim on his glass cover, and I'm satisfied that the policy is quite clear that a courtesy car isn't then

provided. And, as I've said above, Admiral wasn't responsible for the delays in making the repairs.

Mr A thought Admiral should waive his policy excess and refund his premium. But the policy excess is always the first part of a claim to be paid, and I can see no reason why Admiral should waive it. And as a claim has been made and the policy used the premium is payable.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 14 November 2025.

Phillip Berechree  
**Ombudsman**