

The complaint

Mr Y complains that U K Insurance Limited trading as Churchill (“UKI”) said it wouldn’t replace his damaged windscreen with a manufacturer-made part. When I mention UKI I also mean its suppliers and repairers.

What happened

Mr Y had a car insurance policy with UKI.

The windscreen on his car was damaged in 2025. He contacted UKI and asked to make a claim.

Mr Y had previously made a claim for windscreen damage in 2023-24 on a different car. The supplier used replaced the windscreen with a part apparently made by a non-OEM (original equipment manufacturer) company. The replacement windscreen was defective and was replaced. The second and third replacements were also defective. He said the problem was only resolved with an OEM windscreen being fitted.

Because of these previous problems, he asked that UKI fit a manufacturer part (i.e., an OEM part) rather than a ‘pattern’ part.

UKI said it wouldn’t do this, as its policy terms say it can use pattern parts to OEM standards.

Mr Y complained. The damage continued to develop, and Mr Y ultimately replaced his windscreen with an OEM one via a main dealer at a cost to him of £741.60.

Mr Y remained unhappy and brought his complaint to this service. He’s worried that a replacement windscreen might give him the same problems as the previous replacements. He asks that an OEM windscreen is fitted by UKI, or that it pays him for the work to be done to fit an OEM windscreen by his main dealer.

Our investigator looked into his complaint and thought it wouldn’t be upheld. He thought UKI’s policy was clear that non-OEM parts could be used in a repair and so the replacement of the windscreen with such a part was within the policy terms.

Mr Y didn’t agree with the view. He said he thought the policy terms weren’t clear and because his car was within the manufacturer’s warranty he thought a pattern windscreen would compromise this.

Because he didn’t agree, his complaint has been passed to me to make 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.

It’s important I start by saying that, when Mr Y had those previous repeated problems with

the quality of the windscreen being fitted to his previous car, he would likely have been able to make a complaint against the insurance company he was with at the time, which may have reached this service.

Mr Y has explained his frustration about what went on, with repeated replacements of his windscreen that took him about nine months to resolve. He has my sympathies.

But I also don't think it's fair that he uses that previous experience to say that the replacement windscreen must be an OEM fitment for his 2025 claim. So I'm not able to uphold his complaint, and I'll explain why.

The starting point here is the policy wording. This says:

"Windscreen repairs

Your car's glass will be replaced with glass that has been manufactured to Original Equipment Manufacturer (OEM) standards.

If you arrange windscreen repairs or replacement with someone who isn't an approved windscreen supplier, you don't need to get our approval beforehand. However, we'll only cover a limited amount – see 'Section 5: Windscreen damage' on page 20."

I appreciate Mr Y's concern about the quality of pattern parts. The policy wording is clear that the quality of the replacement will be to OEM standards, despite Mr Y's previous experience.

But the key issue here is that I don't think I can ask UKI to fit an OEM part because of problems that may, or may not, happen in the future.

Mr Y has the right under the policy terms to use his own repairer to fit an OEM part, but it's subject to the excess and limit shown in the policy schedule. I think it's fair that UKI offers this choice.

The excess applicable to windscreen repairs is:

"Windscreen claims

Replacement £115"

And there's a limit on the amount Mr Y can claim under the policy:

"Section 5: Windscreen damage

If you use a different supplier:

Replacement £125"

Mr Y responded to the view and talked about his car's manufacturer's warranty being invalidated because of the fitment of non-OEM parts. He's provided documents from a main dealer talking about this:

"[Manufacturer's] warranty explicitly excludes claims where non-genuine parts have been fitted to the vehicle... Fitting a non-approved windscreen could invalidate the warranty for any related claims, particularly if the part does not meet [manufacturer's] specifications..."

The main dealer provided some of the warranty's exclusions:

"Exclusions from Warranty Include:

Use of non-approved parts or accessories"

And a link is provided to the manufacturer warranty website. I've reviewed the link, and the above exclusion stated by the dealer doesn't appear on the list of exclusions from the manufacturer. I can't see an explicit reference to non-genuine parts that's relevant here.

I've thought carefully about this. I think it's fair I say that the main dealer which commented on the warranty would ultimately stand to profit from persuading Mr Y to have his replacement windscreen fitted by them. In its responses, it's said the warranty "could" be affected, and referred to parts of the warranty cover that don't seem to be correct.

I don't think Mr Y has shown that the fitment by UKI of an OEM-standard, but not OEM-supplied, windscreen would invalidate his car's warranty, and it follows that I'm not going to uphold his complaint.

As I say above, when Mr Y was having problems with the windscreen fitted to his previous car, that was the time to complain about that matter. I can't fairly say I can uphold a complaint about an issue that's not yet taken place.

Mr Y has the option to claim for a portion of his costs under the policy terms, which was an option already open to him. If he wishes to do so I'd suggest he contacts UKI and makes his claim.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 16 February 2026.

Richard Sowden
Ombudsman