

The complaint

Mr M complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) applied a policy damage excess to his claim rather than deal with it as a ‘windscreen’ claim with a lower excess.

What happened

Mr M had a car insurance policy with Admiral.

His car was about eight months old when he found that a crow had been pecking at a seal between the sunroof and a glass panel on his car. The glass panel then contacts with the windscreen.

He contacted Admiral and made a claim.

Admiral said it could only replace the seal with a new glass panel, which included the seal as part of it. But it said because there was no damage to the glass, it couldn’t be considered a claim under the windscreen cover. So, it applied an excess of £500 for the claim.

Mr M complained that he expected the claim to have been subject to the windscreen excess of £115. Admiral didn’t uphold his complaint.

As Mr M remained unhappy he brought his complaint to this service. He asks that Admiral applies the lower excess.

Our investigator looked into his complaint and thought it would be upheld. He thought it wasn’t fair of Admiral to settle the claim as a vehicle damage claim, rather than under the windscreen section. He said it should refund the difference between £500 and £115, adding interest at 8% simple.

Mr M agreed with the view, but Admiral didn’t. It said it had paid the claim in line with the policy terms, and it didn’t think it was fair to settle the claim under the windscreen section.

Because Admiral didn’t agree, this complaint has been passed to me to make a final decision.

I issued a provisional decision intending to not uphold Mr M’s complaint:

I’m proposing to not uphold Mr M’s complaint and I’ll explain why as I appreciate this will be a disappointment for him.

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

“Section 3: Windscreen damage

Windscreen cover

1. Cover for your windscreen

If there has not been any other loss or damage, we will pay to:

repair or replace broken glass in your vehicle's windscreen, windows or sunroof

repair any scratches on the bodywork caused by the broken glass."

It seems to me this section of cover applies to broken glass.

The first section of the windscreen cover says: "If there has not been any other loss or damage, we will pay...". I've thought about this, and I think it's clear that Mr M's car had suffered damage to the seal connecting the glass. So, the glass itself hadn't broken, but the seal had suffered some damage caused by a crow pecking at it.

Admiral's cover doesn't talk about damage to the panel, it talks about the glass being broken: "...replace broken glass in your vehicle's windscreen, windows or sunroof".

Thinking about this, a typical windscreen claim would be for a crack, hole or 'bullseye' in the glass material. I don't think damage to the seal would reasonably fall into the definition of "broken" glass.

The Windscreen cover section ends by saying:

"You may be able to claim for damage not covered by this section under Section 2: Damage to your vehicle."

It seems to me that this means Mr M can't claim under the Windscreen cover, as there was no broken glass, but that he's able to claim under the general damage section of cover.

I've said above that Mr M's glass itself wasn't broken. Mr M has provided information that the damaged seal is supplied by the manufacturer as part of the glass panel. In other words, replacement of the seal means replacing the panel. I can see he's talked about damage to the seal meaning that the glass panel is, effectively, damaged, due to the seal being an integral part of it.

Mr M has made the point that the end result is, effectively, the same. The panel would need to be entirely replaced to fix the seal. I understand his thinking on this, but I don't agree with his logic. The cover is for broken glass, and the panel glass itself wasn't broken.

I think it's fair I also comment that Admiral's cover is for "windscreen, windows and sunroof". From the information I have, the glass panel Mr M was claiming for seems to be a connecting piece between the windscreen and sunroof, possibly without being either of them.

I've also looked at the Insurance Product Information Document (IPID) supplied to him. An IPID gives a short summary of the most important and relevant information about the policy in a standard format.

It's designed to give a summary of the insurance cover including information on the main risks insured on the specific policy, and any important or unusual terms and exclusions that are in the main policy wording. As it's a short summary, it can't list all the cover or exclusions. The relevant section says:

"What is insured?

Windscreen damage: We'll repair or replace your windscreen, windows or sunroof"

I note that there's no mention of the type of damage here, or that it must happen to the glass itself – just that "damage" must take place.

I've said above that the IPID is designed to give a short summary of the policy. The terms and conditions are given in the policy wording, and I think it's fair I say in this case that the policy wording clarifies that the glass must be broken for a claim to be paid under the terms of the windscreen cover.

In the view, our investigator thought a fair resolution of Mr M's complaint would be that Admiral apply the lower excess to his claim. But I don't agree. I think Mr M's claim is reasonably covered under the general damage section, so I think Admiral acted fairly in it applying the higher excess to it.

Responses to my provisional decision

Mr M replied and said that he didn't agree with my provisional decision, but felt he had nothing to add. Admiral didn't respond.

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.

In his response to my provisional decision, Mr M has talked about his disappointment. He's commented that he, and Admiral, have to abide by my decision. I'll comment that Mr M doesn't have to accept my decision.

As neither party had anything to add to my provisional decision, my final decision and reasoning remains the same.

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 M to accept or reject my decision before 30 December 2025.

Richard Sowden
Ombudsman