

## **The complaint**

Mrs R and Mr W complain about the windscreen replacement that U K Insurance Limited (UKI) made following a claim on their motor insurance policy. They want it to provide a genuine manufacturer's replacement. Mr W is a named driver on Mrs R's policy and represents her in this matter.

## **What happened**

Mr W made a claim for a windscreen replacement, but he was unhappy that UKI's agent wanted to fit an aftermarket windscreen that he said was of lower quality than a genuine windscreen. He was unhappy that the policy wording didn't explain that this wasn't possible. He wanted UKI to fit a genuine windscreen without charging a further policy excess. Mr W was also unhappy that he had spent long periods on hold when trying to contact UKI.

UKI said Mr W had been incorrectly told that he could have a genuine replacement. And it offered him £100 compensation for the trouble and upset this caused. But Mr W remained unhappy.

Our Investigator didn't recommend that the complaint should be upheld. She thought it wasn't our role to tell UKI what it should include in its policy booklet. She thought UKI made it clear in the policy's terms and conditions that it could use non-genuine replacement parts. She thought its offer of compensation for not managing Mr W's expectations was fair and reasonable. And she couldn't consider Mr W's concern about wait times as he hadn't yet raised this with UKI.

Mr W replied asking for an Ombudsman's review, so his complaint has come to me for a final decision. He thought UKI should fit a genuine windscreen.

## **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 W feels frustrated that UKI won't replace his windscreen with a genuine replacement. He's explained that he has had previous poor experiences with non-genuine replacements. And he's provided details of how another insurer does offer this as an alternative. But I'm satisfied that this doesn't mean that UKI has to provide this as an option. I think UKI is required to provide clear, fair and not misleading information to consumers.

I can see that UKI states on page 7 of its policy booklet:

*"Replacing parts in your car*

*We may decide to repair your car with parts that haven't been made by your car's manufacturer, but that are of a similar standard.*

*This can include recycled parts."*

And on page 17, it advises the limits on the policy, and that a customer can use an alternative supplier, aside from its approved windscreen supplier:

*“Section 5: Windscreen damage*

*How much am I covered for?*

- *If you use an approved windscreen supplier for repairs or replacement, we'll pay up to the market value.*
- *If you choose a different supplier for repairs, we'll pay up to £40.*
- *If you choose a different supplier for replacement, we'll pay up to £125.”*

I'm satisfied these are clear policy terms and conditions and aren't misleading. I can't see that the policy states there is an option for a genuine replacement windscreen. So I can't say UKI should have offered this. And so I'm satisfied it has acted in keeping with the policy's terms and conditions in fitting a non-genuine replacement.

In a call with Mr W, UKI's agent did say he could have a genuine replacement. But UKI has said this was incorrect. It has offered Mrs R £100 compensation for this error. And I'm satisfied this is in keeping with our published guidance for where there has been a single error that caused trouble and upset. So I think that's fair and reasonable.

Mrs R hadn't raised her concerns about call wait times with UKI before it issued its response to her complaint. Our Investigator has explained she has passed these on to UKI for its consideration. But I can't consider these further here as UKI needs to firstly have a chance to respond.

**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 Mrs R and Mr W to accept or reject my decision before 30 October 2023.

Phillip Berechree  
**Ombudsman**