

## The complaint

Mr P complains about poor customer service and delay by U K Insurance Limited (trading as Churchill Car Insurance) (UKI) in replacing his car windscreen after he claimed on his car insurance policy.

UKI is the underwriter of Mr P's policy, so it's his insurer. This complaint is, in part, about the actions of one of UKI's agents. As UKI has accepted it's accountable for the actions of its agents, any reference to UKI in my decision includes its agents.

## What happened

On 21 June 2023, Mr P made a claim for a new windscreen on his car insurance policy, his existing one having developed a crack.

Mr P wanted his windscreen replaced with one made with Original Equipment Manufacturer (OEM) glass. UKI refused. Mr P has a separate complaint with us about UKI's refusal to supply OEM glass, so I won't be looking at that issue in this decision.

Following UKI's refusal to supply an OEM glass windscreen, Mr P decided to pay for this himself. UKI quoted him a price of £688.73. But subsequently Mr P was told he'd have to pay an additional £252.75 on top of this (£137.75 in VAT for the OEM glass plus £115 for his policy excess), bringing the total cost of his new windscreen to £941.48. Mr P was unhappy about this and about the number of times he had to contact UKI to query the price difference. So he complained to UKI about it.

On 30 June, UKI responded to Mr P's complaint, saying its repairer had given it incorrect price information (that is, the price of £688.73), which it had then passed on to Mr P. UKI apologised for this, paid Mr P £50 in compensation for the time he'd spend trying to resolve the issue and said its repairer would waive the VAT on the OEM glass.

On 12 July, when Mr P took his car to the repairer to have the windscreen replaced, it didn't have the correct OEM glass – so the appointment couldn't go ahead. Mr P was very unhappy about this, having already paid for the OEM glass and taken time off work for the appointment. He then spent time sorting out a new appointment for the windscreen replacement (which I believe happened on 21 July). So Mr P complained to UKI about the failed appointment.

On 21 July, UKI responded to Mr P's complaint. It said there was no justification for the OEM glass not being there for Mr P's appointment. It apologised to Mr P for any upset this had caused him and for the time he'd had to spend on the phone sorting things out. UKI also paid Mr P £200 in compensation for the poor service he'd had.

On 27 July, UKI's repairer also responded to Mr P's complaint about its handling of his windscreen replacement. It apologised that Mr P was given incorrect information about the cost of the OEM glass and agreed to waive the VAT of £137.75. It also apologised for its poor communication and for the failed appointment of 12 July. For this, as a gesture of goodwill, the repairer refunded Mr P his policy excess of £115.

Unhappy with this outcome, Mr P brought his complaint about the quote for the repair costs and the failed appointment to us. The investigator who looked at it didn't uphold it. He agreed Mr P had had a very poor customer journey. But he also thought the compensation UKI had paid Mr P of £250, together with waiving the VAT and refunding the policy excess, was fair and reasonable.

Mr P disagrees. Among other things, he says the incorrect information UKI staff gave him means it should pay in full for his replacement windscreen. So Mr P's complaint has come 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.

Having done so, I've decided not to uphold Mr P's complaint. I'll explain why.

Under rules and guidance made by the financial services regulator, The Financial Conduct Authority, insurers must handle claims promptly and fairly. So I must take these rules and guidance into account when deciding whether UKI has treated Mr P fairly and reasonably.

UKI accepts Mr P was given incorrect information about the total cost of replacing his windscreen. It also accepts his first windscreen replacement appointment couldn't go ahead because the repairer hadn't got the necessary OEM glass. These are clear failings and I think UKI has acted fairly and reasonably in accepting them as such.

When there have been failings like these by a financial business, our role isn't to punish that business. Instead, it's to recognise the impact the failings have had on its consumer in a way that's fair to the consumer and the business.

There are times when we all experience inconvenience in our everyday lives and it isn't unusual to feel some frustration and annoyance when dealing with a financial business. But from the evidence I've seen, the impact on Mr P of the failings I've identified by UKI is more than I'd expect someone ordinarily to experience in getting a windscreen replaced under their car insurance policy.

Mr P describes spending many hours on numerous phone calls to UKI and its agents to resolve the issue of how much his replacement windscreen was going to cost him – and he also refers to sending messages and emails. In addition, there was the failed appointment, which inconvenienced Mr P further and delayed him getting his car back on the road. I think these things caused Mr P significant inconvenience and disruption that took a lot of effort for him to sort out. Mr P also refers to increased levels of stress, anxiety, worry and insomnia. So I think the failings I've described by UKI also caused Mr P considerable distress, upset and worry.

But to compensate Mr P for these specific failings, UKI has already paid him £250 in compensation. And the VAT on his new windscreen has been waived and his policy excess of £115 refunded (meaning Mr P has ended up paying the amount he originally expected for his new windscreen of £688.73). I think these actions by UKI are in line with the approach we'd expect it to take to compensate Mr P for the significant inconvenience and considerable distress it's caused him. That means that, in relation to the specific complaint points I've looked at in this decision, I don't think UKI has treated Mr P unfairly or unreasonably.

**My final decision**

For the reasons I've given, I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 December 2023.

Jane Gallacher  
**Ombudsman**