

## **The complaint**

Mr G complains about how U K Insurance Limited (UKI), trading as Churchill Insurance, dealt with a claim for a damaged windscreen under his motor insurance policy.

## **What happened**

Mr G's windscreen was damaged by a stone getting caught under the windscreen wiper. When the windscreen wiper was turned on it scratched the glass across the driver's side of the windscreen. Mr G therefore claimed on his policy with UKI for the damage to his windscreen.

UKI initially accepted the claim but then later turned it down under the windscreen section of his policy. UKI said as the windscreen wasn't broken then it wasn't covered under the "windscreen damage" section. However UKI said Mr G could make a claim under the "accidental damage" section which would affect his no claims discount and incur a larger excess of £250. Unhappy with UKI's decision Mr G complained.

UKI reviewed the complaint and partially upheld it. It agreed that it hadn't handled the claim well and had been unclear about accepting the claim initially but stood by its position not to cover it under the "windscreen damage" section. UKI offered Mr G £100 compensation for the poor claim handling. Unhappy with UKI's response Mr G brought his complaint here. He said the policy didn't define "broken" and as his car would fail an MOT because of the damage windscreen he thought it should be covered.

Our investigator looked into the complaint and recommended it be upheld. He thought while the policy said it would repair or replace broken glass, the fair and reasonable outcome would be to deem Mr G's windscreen broken as it needed replacing. He therefore recommended UKI pay Mr G's claim under the "windscreen damage" section of the policy. UKI didn't agree, it said the policy wasn't a maintenance contract and as the glass wasn't broken it had acted fairly by saying it would be covered under the "accidental damage" section of the policy.

As UKI didn't agree the 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.

The terms and conditions of Mr G's policy list different sections of cover. For the section titled "windscreen damage" it says: "We'll help put things right if the glass in your car is damaged". It's not in dispute that Mr G's windscreen is damaged and therefore I'm satisfied it would fall within this section. The policy then goes on to say what UKI will do and says: We'll: Replace or repair broken glass in your windscreen, sunroof or windows of **your car**".

The policy doesn't define "broken" and UKI has said the word broken is similar to smashed, shattered or burst, but not scratched. I've considered this but I'm not persuaded this means

Mr G's claim isn't covered under this section of the policy. I say that because it would be fair and reasonable for something to be broken when it needs replacing if it's damaged. Mr G has provided an e-mail from the company who replaced his windscreen which explained as the scratch was across the driver's side of the windscreen then his car wouldn't pass an MOT due to the damage.

Therefore, Mr G's windscreen needed replacing, and while I understand it's not been cracked or chipped, the fair and reasonable application of this term, in this particular case, in my opinion would be to deem the glass as broken and would therefore be covered by the policy. As I'm satisfied UKI hasn't acted fairly and reasonably when applying this term, I've looked at the impact this has had on Mr G.

Mr G said he paid £810 for a new windscreen for his car. If UKI had dealt with the claim under the windscreen damage section of the policy, Mr G would only have paid the £75 excess for this and wouldn't have his no claims discount affected. So to put things right UKI should pay Mr G what he paid for the repair, minus the policy excess and record this as a claim under the windscreen damage section of the policy. This is subject to Mr G providing UKI evidence of what he paid.

I've also considered the unnecessary distress and inconvenience Mr G has had due to UKI's poor claim handling. I'm satisfied the £100 for distress and inconvenience it offered is fair and reasonable and so UKI also needs to pay this if not already done so.

### **My final decision**

For the reasons explained above, my final decision is I uphold this complaint. I require U K Insurance Limited trading as Churchill Insurance, to:

1. Pay Mr G what he paid for his windscreen replacement, minus the £75 policy excess. Subject to Mr G providing UKI evidence of what he paid.
2. Record the claim as being dealt with under the windscreen damage section of the policy
3. Pay Mr G £100 for distress and inconvenience

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 July 2023.

Alex Newman  
**Ombudsman**