

## **The complaint**

Mr R is unhappy Admiral Insurance (Gibraltar) Limited has declined to cover the full cost of a claim made under his motor insurance policy.

## **What happened**

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Mr R has a motor insurance policy which is underwritten by Admiral. He made a claim on his policy when his car's windscreen was damaged.
- Admiral's authorised repairer - who I'll refer to as "T" - attempted a repair, but it was unsuccessful, and so, T said the entire windscreen needed replacing. Mr R says T told him it was unable to provide a manufacturer windscreen.
- Mr R says during this time he'd been in touch with the manufacturer of his car – who I'll refer to as "P". He says P told him T didn't have the capability to either install windscreens on their vehicles or calibrate the camera. Adding it often had to redo work carried out by T.
- Mr R subsequently arranged for P to replace the glass but says this was on the basis that T had told him it couldn't complete replacing the windscreen.
- Admiral subsequently declined the claim saying T hadn't told Mr R it couldn't replace the windscreen. And as Mr R hadn't used its authorised repairer to complete the replacement – it would only pay £50 towards the cost – which it said was in line with the policy terms.
- Unhappy with Admiral's decision to not cover the full cost of P's invoice, Mr R brought a complaint to this Service, saying he had no choice but to have P install the windscreen.
- An Investigator considered it but didn't uphold the complaint. Because Mr R disagreed, the complaint has been passed to me for an Ombudsman's 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.

Having done so, I agree with the outcome our Investigator reached – I'll explain why. The starting point is the policy document which under "*Cover for your windscreen*" says:

*"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 [...]*

*If we need to replace any glass, we may use glass which is not provided by the vehicle's manufacturer but is of a similar standard and quality. If there is no glass available and it cannot be reasonably sourced, we will pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs."*

So, I'm satisfied the policy makes it clear Admiral *isn't* required to use the vehicle's manufacturer's glass - so long as the glass it does use is of a similar standard and quality. But if such glass isn't available, it'll pay the cost shown in the manufacturer's price guide along with fitting costs.

Here, the issue is whether Admiral could source a replacement windscreen and fit it – it said it could, Mr R said it told him it couldn't. So, I've looked at the claims notes to see what most likely happened.

The notes show that on the same day Mr R initially contacted T about the replacement glass, he cancelled an appointment with T saying he'd made alternative arrangements. There's nothing to suggest this was in response to T saying it couldn't source and fit the windscreen. Whilst I understand Mr R strongly refutes this but based on the evidence I have I'm more persuaded T could have replaced the windscreen – as it has confirmed it could have - but that Mr R chose to have it replaced by P at his own volition.

Where a policyholder makes their own arrangements, the policy states Admiral is only required to pay £50 towards the cost of each glass replacement. Admiral has offered to settle the claim on this basis – but as I understand it, hasn't yet paid this to Mr R. So, it'll need to do this.

When I consider the above, I'm satisfied Admiral's decision to decline paying the full cost of Mr R's invoice is both in line with the policy terms and fair in the circumstances of this complaint.

### **My final decision**

Admiral has already offered to pay £50 to settle the complaint and I think this offer is fair in all the circumstances. So, my decision is that Admiral should pay Mr R £50.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 16 January 2024.

Nicola Beakhust  
**Ombudsman**