

The complaint

Mr H has complained about U K Insurance Limited (UKI). He isn't happy about the way it dealt with a claim under his commercial motor insurance policy in relation to his windscreen.

For ease of reading any reference to UKI includes its agents.

What happened

I looked at this case and provided my initial thoughts in my provisional decision as follows;

Mr H made a claim under his commercial motor insurance policy as he had a crack in his windscreen. His windscreen was fitted by UKI's agent, a national windscreen provider, but I will refer to UKI throughout for ease as it is responsible for the claim.

It transpired that the windscreen was fitted incorrectly, and the poor fitting caused water ingress that affected the vehicle to the extent that it failed its MOT. This was because the water had caused a problem with the vehicle's electrics. But when Mr H complained about this UKI's agent was slow in its response and delayed matters. Although it ultimately accepted it had made a mistake after Mr H got an independent report (which Mr H has been paid for) to support his position. Given the delay and poor handling of all of this Mr H complained to this Service.

Our investigator looked into things for him and upheld his complaint. It was accepted that the claim had been handled badly and that Mr H had been left without his van for a period of about eight months. And our investigator thought that Mr H should be paid £500 compensation for this. But he didn't think additional costs that Mr H feels he incurred, such as the loss in value of his vehicle and additional repairs he had to undertake in relation to his brakes to get the van through its subsequent MOT, should be paid.

As Mr H remained unhappy, as he thought the compensation should be higher and his other costs should be paid, the matter has been passed to me for review.

What I've provisionally 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 the complaint should be upheld but I don't think the redress suggested by our investigator goes far enough. I'll explain why.

It is accepted by both sides that the repair and attempts by UKI's agent to put things right after things went wrong with the windscreen repair was poor and extremely delayed. I agree with Mr H that his attempts to engage UKI's agents in putting things right was really poor and it must've been very frustrating for Mr H to have to deal with this claim which dragged on for over eight months.

As such I think the compensation should be increased. I can understand why our investigator awarded £500 but I don't think this fully covers the stress, annoyance and inconvenience Mr H faced in dealing with his claim. This should have been a straightforward windscreen replacement and yet Mr H had to chase UKI's agent for months just to get his van repaired and back on the road after the water ingress problem affected the electrics.

Plus, he had to be without his van for eight months while all this was sorted out which caused further inconvenience. Mr H had changed his work pattern at that stage and was less reliant on the van and fortunately he had use of another car, but there were clearly times he would have used the van had it been roadworthy. Mr H has also been clear that he was looking to sell the van around the time his van failed its MOT the first time and it was poor of UKI's agent not to fully valet and clean his van before it was returned to him. And when it did valet the van it only cleaned the inside, given it was in its possession for months and was in a poor state I find this disappointing. Given all of this, I think it would be fairer to pay Mr H £1,000 in compensation as opposed to £500.

Turning to the other concerns Mr H has raised I can understand that he feels his van may be worth less now and he was looking to sell it around the time he got the windscreen replaced. But vehicle prices fluctuate, and some have gone up in the present marketplace. However, importantly in this case, Mr H has chosen to keep his van as it is useful at this time since the van was returned to him a few months ago – so I can't be sure he would've sold it when he originally had the problem as he may have changed his mind. So, I don't think it would be fair to ask UKI to pay the difference in value, if any, here.

Finally, I understand that Mr H has had to pay a contribution towards further issues the van had in order to finally pass its MOT before it was returned by UKI. While Mr H accepts that the brake pads needed replacing due to wear and tear he doesn't feel he should pay for the other brake related issues. I understand his point, especially as his van didn't fail for these reasons before UKI looked to repair the water ingress problem caused by the poorly fitted windscreen.

However, Mr H's repairing garage has been clear that the brake issues weren't related to either the water ingress or the vehicle been sat unused for so long. His repairer said 'Unfortunately, the Front and Rear Brake Discs & Pads are nearly 100% worn due to daily usage. In regards to the Master Cylinder and Brake Booster / Servo. This is due to a fault with the vehicle, this is not to do with the vehicle not being used or the water ingress.' As this is the only evidence provided in relation to this point, and it has been provided by Mr H's chosen garage I can't hold UKI responsible for the brake related issues. If Mr H gains any further evidence in support of his position I would expect UKI to consider this, after all a vehicle being stood idle for a period of time is likely to have brake issues. But without any evidence in support of Mr H's position I can't say UKI has acted unfairly here as it has simply acted in line with Mr H's repairer's advice.

Given all of this, I'm presently minded to partly uphold this complaint and to ask UKI to pay Mr H £1,000 in compensation for the clear stress, annoyance, inconvenience and loss of use that Mr H has faced here.

Replies and developments

Both sides responded to my provisional decision and accepted the position outlined.

Mr H said he was a little disappointed with the level of compensation awarded 'because of the sheer disdain with which UKI treated me...' and felt that the compensation didn't fully take into account the deterioration of the condition of his van. But he accepted 'this judgement'.

While UKI just asked for clarification as to whether the compensation awarded included the reimbursement of the £85 Mr H paid for his report.

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.

As both sides accept the position outlined I don't propose to go over the detail of the complaint again now. Other than to say I can understand Mr H's response in accepting the decision as he thinks he should be paid a higher level of compensation. While I understand his position, and accept that he was treated poorly here, I think £1,000 is fair. And this compensation award is in addition to the £85 Mr H had to pay for his independent report.

My final decision

It follows, for the reasons given above, that I uphold this complaint. I require U K Insurance Limited to pay £1,000 compensation in addition to the £85 Mr H paid for his report.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 5 August 2023.

Colin Keegan
Ombudsman