

The complaint

Mr S complains that West Bay Insurance Plc (“West Bay”) is responsible for poor work and damage during his claim on the windscreen section of his motor insurance policy.

What happened

The subject matter of the claim and the complaint is a convertible car, first registered in 2006.

Mr S had the car insured on a comprehensive policy with West Bay. That included a section covering damage to windscreen glass. Any claim under that section was subject to an excess of £75.00.

Much of this complaint concerns the acts or omissions of West Bay’s appointed glass company. As West Bay was responsible for meeting the claim, I hold it responsible for the acts or omissions of the glass company.

In mid-August 2022, Mr S reported that he had damage to the windscreen of his car. The glass company replaced the windscreen.

In early September 2022, Mr S complained to the company about wind noise and damage to trims. He took the car to a depot of the glass company. The glass company tried to remove the recently fitted windscreen, but it shattered, causing a chip to the paintwork. The technician used a touch-up pen to cover the chip.

Mr S complained to the glass company that its repair still wasn’t right, and it had caused other damage.

By a final response dated mid-September 2022, the glass company offered to source and replace an A-pillar trim and a top trim and to pay £150.00 compensation.

By a final response dated mid-November 2022, West Bay upheld the complaint in part. It accepted responsibility for the need for re-fitting and for the chip. It said it was sending Mr S a cheque for the £150.00. But West Bay said that there was no evidence that the glass company caused any other issues with the car.

Unhappy with that, Mr S brought his complaint to us in late November 2022.

Our investigator recommended that the complaint should be upheld in part. He thought that Mr S had lost holiday time as a result of the glass company’s service failings. He recommended that West Bay should pay Mr S an additional £75.00 in recognition of the leisure time he had lost.

West Bay agreed with the investigator’s opinion.

Mr S disagreed with the investigator’s opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The glass company damaged the trims that now no longer sit properly around the windscreen inside and out.
- The glass company damaged the paintwork.
- £150.00 plus the £75.00 won't cover the cost of repairs now required to get his car back to the standard it was at before.
- In an email, the company stated they are sorry for the damage caused and offered to replace the parts and apologised for using a touch up pen on the paintwork they damaged.

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 consider that Mr S was entitled to expect that the glass company would, at the first time, replace his windscreen correctly and without damage.

Instead, the windscreen required removal and replacement. Mr S had to take time off work to take the car to the depot.

The removal caused the windscreen to shatter, causing a paintwork chip and a delay at the depot. The glass company touched up the chip but didn't immediately tell Mr S about that.

So I consider that the glass company or the insurer should pay Mr S some compensation.

The glass company offered to replace two trims. However, West Bay's final response didn't accept that it was responsible for any outstanding issues with the car.

So I've looked carefully at the photographs and considered the nature and location of the outstanding issues. I consider that they are consistent with wear and tear in a vehicle over fifteen years old.

I find that Mr S has fallen short of showing that the glass company or West Bay was responsible for these issues. So I don't find it fair and reasonable to direct West Bay to arrange or to pay for further repairs.

Putting things right

I don't underestimate the impact on Mr S of the need to take his car in to the depot in September 2022. Overall, I conclude that – in addition to its cheque for £150.00 – a further £75.00 is fair and reasonable compensation for distress and inconvenience in Mr S's case.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct West Bay Insurance Plc to pay Mr S – in addition to its cheque for £150.00 – a further £75.00 for distress and inconvenience.

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

Christopher Gilbert
Ombudsman