

The complaint

Mr M complains about how West Bay Insurance Plc handled a glass claim made on his commercial motor insurance policy. He wants to be reimbursed for his repair costs.

What happened

Mr M made a claim for glass replacement for his front windscreen and sliding door glass. But Mr M was unhappy that the technician caused damage to the van's side panel and black trims. He also said that the windscreen glass replacement let water in, and this damaged his clock and radio.

Our Investigator recommended that the complaint should be upheld. She thought the evidence showed that damage had been caused to the side panel and trims and West Bay should reimburse Mr M for their repair. West Bay returned to refit the windscreen. But the Investigator thought there was evidence that the clock and radio had been damaged after the fitting.

West Bay said this could have been prevented if Mr M had allowed the technician to refit the glass on an earlier visit. But there had been an altercation and its service had been withdrawn. She thought it was entitled to do this. But she thought it should have provided an alternative for Mr M to have the job completed. So she thought it was liable for this further damage and should reimburse Mr M for the repair or replacement.

West Bay replied that Mr M should have told it that the van had had a recent respray and it would have delayed replacing the side panel to avoid glass sticking to the paint. It also thought most of the scratches had been caused by the glass breaking. West Bay offered to refund Mr M's policy excess to cover the damage to his clock and radio. It said it replaced the trims with new clips, but Mr M said it hadn't replaced the trims. As West Bay didn't agree, the complaint has come to me for a final 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.

Mr M has described his frustration and stress caused by the attempts to have his glass replaced, the rectification work and the water ingress. I was sorry to hear that he's needed to take time off work.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers.

Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs. And, in this case, I'm satisfied that West Bay hasn't justified its decision. I'll now explain why I think this.

I can see that West Bay eventually replaced the windscreen as it was leaking. It would have done this earlier, but the technician and Mr M had an altercation and West Bay refused

further service. I wasn't present, so I can't say what happened. But I think West Bay later reasonably took responsibility for the replacement after Mr M reported the leak.

West Bay said the damage to the side panel was pre-existing and caused by the glass initially breaking, not during its repair. But I'm not satisfied that this is supported by its own evidence. I accept that there were some previous scratches, as shown in its video taken before the work. But West Bay's technician's report states that the damage was caused during the repair as glass was embedded in the paint. And this is supported by Mr M's video and that he reported the damage on the same day the work was done.

West Bay said Mr M should have mitigated his losses by telling it of the recent respray. But I don't think this is fair because the technician went ahead with the work regardless. So I'm satisfied that West Bay is responsible for rectification of this damage and should reimburse Mr M for its cost, on production of evidence of its repair.

Mr M said the trims were scratched when they were removed and not then protected from damage. I can see that West Bay intended to replace these, but this wasn't done because of the altercation. I haven't seen evidence that they were later replaced. So I think West Bay has accepted liability for this damage and should reimburse Mr M for the cost of replacing them.

Mr M said the van's clock and radio were damaged by water ingress due to the poor fitting of the windscreen. West Bay said these weren't part of the original complaint. But I can see that they were raised by Mr M when he complained to us and so were brought to West Bay's attention. It hasn't provided a final response letter about them, despite being given this option, but it has commented on these issues. So I can see no reason why I can't consider them here.

West Bay's evidence shows that it accepted this damage had been caused by the fitting and it offered to waive Mr M's policy excess to cover the repair of the radio. But I'm not satisfied that this is sufficient. Mr M has provided evidence showing both clock and radio to be undamaged before the repairs.

I accept that West Bay declined to rectify the windscreen repair after the altercation, and this made matters worse. But it didn't then offer Mr M a reasonable alternative to repair damage it had caused as I think it should have. So, to restore his position, I think West Bay should reimburse him for the cost of repairing or replacing the clock and radio.

Mr M wanted a refund of his policy excess. But I don't think this is fair and reasonable as he has used his policy and the excess is always the first part of a claim to be paid.

Putting things right

I require West Bay Insurance Plc to reimburse Mr M for the cost he's incurred to repair the further damage to the van's side panel, the cost of repairing or replacing the trims, and the cost of repairing or replacing the clock and radio, on production of reasonable evidence for these.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require West Bay Insurance Plc to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 May 2023.

Phillip Berechree
Ombudsman

