

The complaint

Mr P has complained about damage caused to his car when his windscreen was replaced after he made a claim under his car insurance policy with West Bay Insurance Plc.

What happened

Mr P made a claim for a damaged windscreen to his insurer, West Bay. West Bay arranged for a windscreen repairer (WR) to replace the damaged windscreen.

Mr P complained that damage to the paintwork had been caused during the repairs, which the WR accepted and apologised for. It offered to have the paintwork damage repaired by a bodyshop, which Mr P refused. He was unhappy with the way the WR had dealt with him and didn't want to return his car to them.

The WR said as an alternative it would pay Mr P a cash settlement for the equivalent costs it would be if the bodyshop carried out the repairs.

Mr P remained unhappy and asked us to look at his complaint. He provided quotes for a dealership approved garage to carry out a respray of the area of his car. This came to significantly more than the cash settlement offered by the WR on behalf of West Bay.

Our Investigator issued two views. In the first view he recommended West Bay pay Mr P £100 compensation for the distress and inconvenience caused - in addition to what it had already offered to resolve the complaint.

On reviewing further evidence and comments from Mr P, he issued a second view. He remained of the opinion that West Bay's offer to either carry out repairs or pay a cash settlement for repairs was reasonable. But he thought it should pay Mr P £200 compensation to reflect the distress and inconvenience caused - including the future inconvenience of his car having to be repaired. The Investigator also recommended West Bay arrange for the collection and return of Mr P's car to him for the repairs at their own cost.

West Bay accepted the Investigator's recommendations.

Mr P didn't agree. In summary he doesn't agree the repairs can be done outside of a spray booth and therefore will not be done to the required standard to validate a corrosion warranty he has for the car. He is unhappy that his concerns about his car going back to the WR who previously damaged his car hasn't been properly considered. He doesn't trust the WR with his car given his poor experience with them.

Mr P wants the WR to meet the costs of an estimate he has provided for £600 for the repairs, which include the WR attending Mr P's preferred specialist and carrying out their part of the works at that location.

So as Mr P doesn't agree the case has been passed 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.

When things go wrong, we look at what the impact was and what an insurer has done (or in this case offered to do) to put things right. I have carefully read everything Mr P has said and the information he has provided. My decision focuses on the salient points.

I appreciate that Mr P doesn't want to use the WR again. But we think it is fair to allow an agent an opportunity to put things right. Sometimes mistakes happen. As the Investigator explained, our understanding is that a warranty requires repairs to be carried out to dealership standard - not that the works should be carried out by a dealership. The Investigator asked Mr P to provide a copy of the agreement to consider this matter further if his assumption was incorrect. Mr P hasn't provided a copy of the warranty to contradict this assumption.

I understand Mr P has done research and provided professional opinion on the conditions under which the repairs should be done. However, the opinion is based on 'painting' or respraying a significant area of the car, where Mr P's car has a small area of paintwork damage in need of repair.

Insurers are able to obtain commercially attractive rates for works - so they can pay a lower sum for repairs compared to an estimate a private client might obtain. And because the WR has agreed to carry out the removal and refit of the windscreen, this has reduced the estimate - and therefore cash settlement - for the rectification repairs.

I understand Mr P is concerned as to the standard of repairs - but with no evidence that any future repairs will be done to a poor standard, I cannot say West Bay's offer is unreasonable.

For these reasons I think West Bay has done enough to offer to put things right. And if Mr P doesn't wish to take up this option, he can accept a cash settlement for the equivalent costs it would cost West Bay for repairs.

I think it's clear that Mr P's experience has been poor, his car has been damaged and I can understand his upset and reluctance to take his car back to the WR. The WR upheld Mr P's complaint, apologised for its poor handling of the claim and gave feedback to colleagues.

I think if Mr P accepts the offer for West Bay to arrange rectification repairs to his car, it should arrange for the collection and return of it. I think it should pay Mr P £200 compensation for the distress and inconvenience caused. I think this is a fair sum and in line with awards we give in similar circumstances.

My final decision

My final decision is I uphold this complaint. I require West Bay Insurance Plc to do the following:

- Arrange for rectification repairs to Mr P's car and arrange for collection and return or;
- If Mr P doesn't wish to accept the offer of repairs, West Bay should pay Mr P a cash settlement equivalent to the costs it would have otherwise paid for rectification repairs.
- Pay Mr P £200 compensation for the distress and inconvenience caused. Even if Mr P doesn't accept the offer of repairs, he will still have the inconvenience of either having a damaged car unrepaired - or making his own arrangements for rectification repairs.

West Bay Insurance Plc must pay the compensation within 28 days of the date on which we tell it Mr P accepts my final decision. If it pays later than this it must also pay interest on the

compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 29 December 2023.

Geraldine Newbold
Ombudsman