

The complaint

Mr A has complained about the way Wakam dealt with a claim he made under his commercial insurance policy to have his windscreen replaced.

All reference to the underwriter Wakam in my decision includes its agents.

What happened

Mr A reported damage to his windscreen on 10 August 2020. Wakam arranged for Mr A's windscreen to be replaced by an approved agent. Further damage was caused to Mr A's car in the process of replacing the windscreen. The further damage was repaired on 14 August 2020.

The agent agreed to pay for half of the costs to replace the damaged parts when it replaced the windscreen. It said the damage was outside of its control.

Mr A remained unhappy and asked us to look at his complaint. He wanted Wakam to pay 100% of the repair costs for the damage its agent caused and to consider his loss of earnings for the time it took to carry out the additional repair.

Our Investigator asked Wakam to provide its file and response. But despite several requests, Wakam hasn't responded to this service. So based on the information provided by Mr A, the Investigator recommended his complaint should be upheld. He thought Wakam should pay all of the costs for the damage caused by the agent and to consider Mr A's claim for loss of earnings.

Wakam hasn't replied. So 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.

As Wakam hasn't provided any information to this service to investigate the complaint, we have relied on the information provided by Mr A. This includes the policy wording, documents and the final response letter from a representative of the broker on behalf of Wakam.

In the final response dated 20 October 2020, it says the agent agreed to pay 50% of the repair costs for the damage it told Wakam was unavoidable in order to replace the windscreen.

Mr A says the inconvenience of having the further damage repaired meant he lost earnings as a taxi driver.

In this case - based on what I've seen - I think a fair outcome is for Wakam to meet the costs in full of the repairs for associated damage caused by the windscreen agent - which they accept they caused. And I think Wakam should consider Mr A's claim for loss of earnings as

this seems to be have been caused by Wakam's agent causing additional damage to Mr A's car. Mr A provided some evidence of similar earnings during the period and the Investigator has forwarded these to Wakam.

My final decision

My final decision is that I uphold this complaint. I require Wakam to do the following:

- Reimburse Mr A for the costs in full of the associated damage caused by the windscreen agent.
- Pay interest on the balance at a rate of 8% simple interest a year from the date Mr A paid to the date it reimburses him.
- Consider Mr A's claim for loss of earnings for the period lost while he arranged for the associated damage to be repaired.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 16 September 2022.

Geraldine Newbold
Ombudsman