

The complaint

Mr G has complained about the way Wakam have handled his claim for the repairs to his car under his taxi insurance policy.

Mr G also complained that he hadn't heard anything about pursuing a claim for his injuries following the accident giving rise to his claim, but we haven't considered this, as the claim now seems to be progressing with the help of an agent appointed to support Mr G.

The claim for the repairs to Mr G's car was handled by Wakam's claim handling agent, but for the sake of ease I have referred to Wakam throughout this decision.

What happened

Mr G's car was damaged in an accident on 29 September 2022. Wakam collected it and took it to one of their approved repairers. Mr G chased Wakam to find out what was happening on several occasions and eventually complained about the delay in repairing his car. He didn't get a response from Wakam, so he asked us to consider his complaint.

Mr G eventually got his car back on 8 December 2022. He was unhappy with the standard of the repairs and complained to Wakam about this. He took his car back to the approved repairer on 13 December 2022 and has said they weren't really interested in putting right the problems and were quite confrontational. He complained to Wakam about this again on 22 December 2022 and hadn't heard anything further by the time our investigator considered his complaint.

We asked Wakam to send their file on Mr G's complaint on 30 January 2022. And our investigator asked them to do this again on 3 March. At this point the investigator also made Wakam aware that Mr G had complained about the poor standard of the repairs to his car and the fact he'd never received a response to this complaint. And the investigator asked for some additional information.

Wakam still hadn't provided their file or any information on Mr G's complaint by 13 March 2022. So, our investigator issued an opinion on Mr G's complaint to both Wakam and Mr G. In this he said that – in the absence of any reasonable explanation – the length of time Wakam had taken to repair Mr G's car was excessive and unfairly disruptive to Mr G. He also said the photographs provided by Mr G supported what he'd said about the poor standard of repairs. The investigator recommended that Wakam should arrange to rectify the defects in the repairs to Mr G's car and pay him £200 in compensation for distress and inconvenience.

Wakam did not respond to the investigator's opinion. Mr G responded to say he was happy with the investigator's recommendations, but didn't want his car to go back to the same approved repairer for the rectification work.

I issued a provisional decision on 7 June 2023 and set out what I'd provisionally decided as follows:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm satisfied from what Mr G has said that there was an unacceptable delay in repairing his car, which caused him unnecessary distress and inconvenience. This was not only because he had to keep chasing Wakam, but also because the hire car he had didn't enable him to work for all the taxi companies he was linked to. He also had an issue with getting his PCO licence once he got his car back due to the delay. In addition to this, Mr G clearly experienced distress and inconvenience as a result of the poor repairs to his car. Mr G also lost income as a result of the delay repairing his car, but he has said he can't evidence this. However, bearing in mind that Mr G lost income because of the delays and there were also problems with the repairs, I think the distress and inconvenience he experienced was significant and warrants a higher award in compensation than £200. So, I've decided that Wakam should pay Mr G £500.

I also agree with our investigator that the evidence provided by Mr G suggests the repairs to his car were of a very poor standard. And that work is required to rectify the issues Mr G has identified that have not been rectified already. For clarity I've provided a list below:

- the left hand side tyre had a massive gash on the tyre wall and was not replaced;
- a severe colour mismatch on the left hand side wing;
- the paint on the bumper is bubbling;
- the door alignment is off;
- there are new scratches and damage on the left hand side wing (white marks);
- the driver's door which was replaced has a scratch; and
- the whole colour of the car has been ruined with overspray.

I think Wakam should arrange and pay for the rectification work to be carried out as soon as possible. They should also provide Mr G with or pay for him to hire a replacement car whilst the work is being carried out. I also agree with Mr G that the work should not be carried out by the same approved repairer. This is because he was not happy with their approach and they weren't really interested. Therefore, Wakam should, either arrange for it to be carried out at another of their approved repairers, or ask Mr G to get an estimate for the work from a repairer of his choice, which they can approve. They should then settle the invoice once the work has been completed.

I gave the parties until 21 June 2023 to provide further comments and evidence in response to my provisional decision.

Neither party has provided any further comments or evidence.

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 neither party has provided any further comments or evidence, I see no reason to reach a different outcome to the one set out in my provisional decision for the reasons I also set out.

Putting things right

For the reasons set out in my provisional decision, I consider the fair and reasonable outcome to Mr G's complaint is for Wakam to arrange and pay for the rectification work, as set out as required in my provisional decision, to be carried out to his vehicle as soon as

possible.

Wakam should also provide Mr G with or pay for him to hire a replacement car whilst the work is being carried out.

I also agree with Mr G that the work should not be carried out by the same approved repairer. This is because he was not happy with their approach and they weren't really interested. Therefore, Wakam should, either arrange for it to be carried out at another of their approved repairers, or ask Mr G to get an estimate for the work from a repairer of his choice, which they can approve. They should then settle the invoice once the work has been completed.

Wakam should also pay Mr G £500 in compensation for distress and inconvenience.

My final decision

My final decision is that I uphold Mr G's complaint about Wakam and order Wakam to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 20 July 2023.

Robert Short
Ombudsman