

The complaint

Mr Z has complained about the length of time it took Wakam to have his car repaired after it was damaged in an accident and he claimed under his motor insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute, so I'll focus on giving the reasons for my decision.

Mr Z dealt with Wakam's agent on his claim, but for the sake of ease I've referred to Wakam throughout this 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- I'm satisfied Wakam appointed its repair agent to arrange the repairs to Mr Z's vehicle. And that this means Wakam is responsible for any failings on the part of its agent or the repairer its agent appointed.
- While I appreciate there was a delay in obtaining a part or parts for Mr Z's vehicle, I think Wakam's repairer or repair agent should have looked at other ways of sourcing the part or parts. And I think it is more likely than not that if it had done so it would have obtained the part or parts sooner and completed the repairs to Mr Z's vehicle by 27 June 2022. This means I think Wakam's agents unnecessarily delayed the repairs to Mr Z's vehicle. And he would not have had to hire a replacement vehicle to enable him to continue with his business if this hadn't happened.
- I appreciate the part or parts were on back order and this may have meant Wakam's repairer was liable for the cost of them. But this wasn't Mr Z's fault; and it was not fair for him to be without his vehicle purely because of Wakam's repairer's commercial arrangements.
- I agree with our investigator that the delay on the repairs left Mr Z with no option other than to hire a replacement vehicle until the repairs to his vehicle were completed. So I think it is fair and reasonable for Wakam to reimburse what Mr Z paid to hire a replacement vehicle between 27 June and 4 November 2022 when he got his car back.
- Wakam will also need to pay interest on the amounts Mr Z paid for the hire vehicle at 8% per annum simple from the date he paid them to the date Wakam reimburse them. This is to compensate him for being without these funds.
- I also agree with our investigator that the delay with the repairs and Mr Z's having to keep chasing Wakam caused Mr Z unnecessary distress and inconvenience. And I think Wakam should pay him £250 to compensate him for this.

Putting things right

For the reasons set out above I've decided to uphold Mr Z's complaint and make Wakam do the following:

- Reimburse the amounts Mr Z paid to hire a replacement vehicle between 27 June and 4 November 2022 inclusive, plus interest on each of these amounts at 8% per annum simple¹ from the date Mr Z made the payments to the date Wakam reimburses them.
- Pay Mr Z £250 in compensation for distress and inconvenience.

My final decision

My final decision is that I uphold Mr Z's complaint about Wakam and order it 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 Z to accept or reject my decision before 29 November 2023.

Robert Short
Ombudsman

¹ Wakam must tell Mr Z if it has made a deduction for income tax. And, if it has, how much it's taken off. It must also provide a tax deduction certificate for Mr Z if asked to do so. This will allow Mr Z to reclaim the tax from His Majesty's Revenue & Customs (HMRC) if appropriate.