

The complaint

Mr H has complained about his car insurer Wakam regarding repairs it carried out to his car after he was involved in an accident.

What happened

Mr H's policy with Wakam includes cover for him to use his car for business purposes. Mr H had an accident and Wakam repaired his car. Wakam's garage returned Mr H's car to him on 13 January 2023. In February 2023 Mr H contacted Wakam because he didn't think the front bumper was properly aligned, and he'd noted a coolant leak. He thought the bumper hadn't been repaired properly and the leak had likely been caused in the accident but never repaired. Wakam's garage took the car back. The bumper was re-aligned. An engineer considered the coolant leak and felt it was unlikely to have been caused by the accident. The car was returned to Mr H.

Once Mr H had the car back, on 3 March 2023, he noted electrical issues, particularly that the car's heaters were staying on even when the ignition was switched off, which was draining the battery. He contacted Wakam but it didn't believe it was responsible for these further issues. It said though that Mr H could obtain a diagnostic report for it to consider.

Mr H was unhappy. He said he wanted loss of earnings and compensation, plus reimbursement of a £95 report fee, all associated with the February repair. He still felt it was liable for the coolant issue, but he'd had that fixed so told Wakam he expected reimbursement. And he thought Wakam should also have agreed to look into the electrical issues – which had since caused the car to breakdown, causing him further costs and inconvenience. Mr H complained to the Financial Ombudsman Service.

Our Investigator felt Wakam had responded reasonably regarding the coolant and electrical issues. But he felt Mr H had likely been caused some inconvenience regarding the bodywork – the repair of which should have been completed to a good standard before the car was returned to Mr H in January 2023. So he felt it should pay £150 compensation. However, he noted the car was away with the garage in February 2023 to allow it to assess the coolant issue too, the coolant and alignment issues featuring on the report Mr H had paid £95 for. So he wasn't minded to suggest Wakam pay anything more to Mr H.

Mr H said he felt the outstanding repairs were the responsibility of Wakam. He said he thought it should cover his lost earnings too. Our Investigator confirmed his view that Wakam's request for a diagnostic check was fair and reasonable.

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.

I appreciate that Mr H feels Wakam's garage did poor work, and that he's suffered cost and inconvenience as a result. Certainly, regarding the bodywork not being aligned the garage did poor work. Mr H has provided photos which show the bumper wasn't aligned properly.

He also provided a report from the garage which referenced that. The garage accepted there had been a failure and the car went back to it for repair, which took around an hour. To have to take the car back to the garage and be without it for about half a day would have been inconvenient for Mr H. I think £150 compensation reasonably makes up for that. So I'm going to require Wakam to pay it.

Considering Mr H's job – food delivery driver – I don't think that the car being away for half a day would have materially affected his income. Nor do I think the report was influential in the garage accepting the alignment issues – the photos were most persuasive in that respect. Further the car was away with the garage for much longer on account of, with also the main commentary on the report being about, the coolant leak. So only if I find Wakan is responsible for the coolant leak would I look to make it compensate Mr H for lost earnings and reimburse his report costs.

The garage investigated the leak and Wakam sent an engineer to consider what had been found. That caused the car to be away from Mr H for about a week. The report Mr H presented from his garage said: "Customer complains of coolant leak. Following an accident repair by Insurance. Did a UV die test and found leaks from both the heater outer pipes. Strongly believe that the leak is due to the impact of the accident".

That comment was made, as I understand it, by the mechanic who had assessed Mr H's car in February 2023. It is an expert report and carries some weight.

I must bear in mind though that Wakam had a motor engineer consider the car. A report from an engineer would generally be seen to hold more weight than that of a mechanic. Simply put, they are more qualified.

To reach a fair decision though, I need to also consider what the engineer said. His report comments: "I have inspected the underside of the vehicle and the location of the leak in relation to the repair process and the incident area. It is my opinion that the leak is not related to either factor. The leak is from two hoses coming out of the bulk head at the rear of the engine bay area, there is no evidence of damage sustained from any objects that would be in the area or around the hoses that would have caused the leaks. The hoses feed the heater matrix for the inner cabin area. I have reviewed the incident circumstances and can advise in my opinion that there was not enough force generated in the impact that would have had a bearing on the two hoses in question.....In conclusion on this fault it is my opinion that there is no liability to the repairer, third party or the repair process in relation to this fault."

On this occasion I find his comments to be the most persuasive. Mr H's mechanic "strongly believes" the leak is linked to the accident. But gives no reasoning as to why that is. It can't be safely determined from his comments that he was even aware of the nature of the accident or the location of the impact. Both of which are important, I think, in considering whether the coolant leak was caused during the accident. And the engineer has explained why he thinks that is unlikely.

I also bear in mind that Mr H had had the car back for a while before notifying Wakam of a problem. I'd have thought, had this coolant leak been present from the point of the accident, and gone unrepaired, it would have been apparent as soon as Mr H took the car back.

Overall I'm not persuaded that the coolant leak was caused during the accident. So I won't be requiring Wakam to compensate Mr H for his lost earnings or reimburse his report cost. Or for the cost of repairing the coolant leak.

After the re-work and investigations the car was returned to Mr H. About a week later, Mr H having had the coolant leak fixed, called Wakam to advise he'd noted electrical issues with the car. He noted the car's internal heaters were staying on when the ignition was switched off. He thought the garage had likely done something to cause that. Wakam said it didn't think that was likely – its engineer had inspected the car after the bodywork was re-aligned and hadn't noted any electrical issues. Wakam said Mr H could get a diagnostic report from a manufacturer garage if he wanted it to consider the issue further. I know Mr H didn't think that was fair, but given the engineer had confirmed that the car had been fine after Wakam's garage worked on the car, before it was returned to Mr H, I think that was a reasonable response from Wakam.

I know Mr H later broke down because of the heaters draining the battery – but he knew there was an issue, which Wakam had responded to reasonably and which he hadn't fixed. I can't reasonably blame Wakam for the car breaking down. If Mr H wants to pursue Wakam regarding the electrical issues he will need to obtain a diagnostic report. I note his garage offered an opinion on the issue – but I think, at this stage, Wakam asking for a formal diagnostic is reasonable. I'm not going to make Wakam do anything to reimburse or compensate Mr H in respect of the electrical issues or the problems they caused.

Putting things right

I require Wakam to pay Mr H £150 compensation.

My final decision

I uphold this complaint. I require Wakam to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 26 December 2023.

Fiona Robinson
Ombudsman