

## **The complaint**

Mr A has complained about Wakam Insurance Limited's (Wakam's) application of an additional excess and repair fee to a claim he made under his commercial motor insurance policy.

## **What happened**

Mr A reported a claim for damage to his commercial vehicle. Wakam accepted the claim, but told Mr A he'd have to pay the policy excess of £350, plus an additional £527.91.

Wakam said this was in line with the terms of the policy because Mr A had an additional excess to pay when using a non-approved repairer and because their engineers didn't agree that Mr A's repair quote, from the non-approved repairer – was reasonable.

Our investigator requested Wakam's file on Mr A's complaint, including any evidence it relied on to determine Mr A's quote was inadequate. Despite several requests, no information was provided.

In the absence of Wakam's evidence, our investigator said Wakam could only require Mr A to pay the compulsory excess of £350 and the additional excess of £500 for using a non-approved repairer, as these were in line with the policy terms. But he didn't agree that Wakam could make any additional charge because there was no evidence to support its position that Mr A's quote was unreasonable.

Mr A responded with an email referring to an attachment, but nothing was attached. And despite two further emails from our investigator highlighting this and inviting a response to his opinion, no further correspondence or evidence was received.

Wakam also didn't provide a response. So, as neither side provided their acceptance, or any additional comments or evidence in response to our investigator's opinion, this complaint 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.

Having done so, I agree with the outcome reached by our investigator for the following reasons:

- The policy excess is the part of a claim which the policyholder is required to pay under the terms of the policy. This is standard across the insurance industry and isn't something I would consider to be unfair.

- Mr A's policy literature makes it clear that the excess fee he's required to pay for any claim, regardless of fault, is £350, plus an additional £500 excess if he chooses to use a non-approved repairer. So, I think it's fair for Wakam to require Mr A to pay a total excess of £850 in these circumstances.
- Wakam has also sought to charge an additional amount on the basis that its engineer said that some of the repairs quoted for by Mr A's repairer were unreasonable. But despite information (and or responses to our investigator's findings) being requested on 5 July 2023, 1 August 2023, 15 September 2023, 25 September 2023, 3 October 2023 and 7 November 2023, our service has not been provided with any evidence to support Wakam's position here.
- In the absence of evidence to support Wakam's position, such as a copy of the engineer report, I don't think it is fair or reasonable for it to make any further charge to Mr A. So, after Mr A pays (or there is a deduction of) the £850 excess, Wakam must cover the full remaining amount of the repair costs.

### **My final decision**

For the reasons I've explained above, I uphold Mr A's complaint.

Wakam Insurance Limited must pay the full repair costs, less the combined £850 excess.

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

Adam Golding  
**Ombudsman**