

The complaint

Mr B complains about the service provided by Wakam when he collected his car following repairs carried out under his commercial motor insurance policy claim.

What happened

Mr B's car was taken for repairs by Wakam's approved repairer. When these were completed, the garage called Mr B. But Mr B was unhappy that he had to take a taxi to collect his car, that it was dirty, and that he had to pay his policy excess.

Our Investigator didn't recommend that the complaint should be upheld. He thought Mr B had decided to collect his car as he needed it for work. So he thought Wakam wasn't responsible for his travel costs or the condition of the car. And he thought Wakam had warned Mr B that the policy excess would be payable, and this is always the first part of a claim to be paid.

Mr B replied that he hadn't been warned that his car hadn't been cleaned. He said Wakam had wasted his time, money and work. Mr B asked for an Ombudsman's review, so his complaint has come to me for a final 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.

I can understand that Mr B felt frustrated that he had to collect his car from the repairers and that it hadn't been cleaned for him.

Wakam has explained that the repairer called Mr B near to the close of business on a Friday to say that the car would be ready for collection on Monday. It said Mr B had wanted the car as soon as possible. Wakam said the garage had warned him that the car hadn't yet been cleaned. And because it was late in the day it didn't have a driver to deliver the car to him. It also said it had warned Mr B that his policy excess was payable on collection.

But Mr B said he wasn't warned that his car hadn't been cleaned or offered a delivery on Monday. He said he thought the policy excess had been waived and he only learned it was due in a text on his journey to the garage.

Unfortunately, this call isn't available for me to listen to. And so I can't say for sure what was discussed at the time. So I have to consider what most likely happened at the time based on the available evidence. Wakam has provided screenshots of the calls made that afternoon between Mr B and the garage.

It seems agreed that the garage called Mr B near close of business on Friday. This was at 16.07 in a call lasting two minutes. I can't say whether or not Mr B was warned that the car hadn't been cleaned. And I can't say whether or not Mr B was offered a delivery on Monday. But Mr B needed his car for his work. So I think it was likely that he wanted to collect it as soon as possible rather than wait until Monday or for it to be cleaned. So I can't say that Wakam is responsible for Mr B's taxi costs or for the state of his car on collection.

At 16.32, the garage sent Mr B a photo of its address. And at 16.34, it sent Mr B a text warning him that the policy excess was payable. Mr B then called the garage at 17.21 for 47 seconds and it sent him a screenshot of its location. So it seems that Mr B was now on his way to the garage but needed further directions. And it seems that he was warned at the start of his hour's journey that the excess was payable.

The policy excess is always the first part of a claim to be paid. And I haven't seen evidence that it had been waived for Mr B's claim. The garage has provided a copy of the text it sent to Mr B before he arrived at the garage warning him that the excess was payable. So, although I can understand that Mr B had to borrow money for this, I think he should have expected to pay the excess on collection.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 April 2024.

Phillip Berechree
Ombudsman