

The complaint

Mr W complains about the way Wakam handled a window damage claim on his commercial vehicle insurance policy.

Any references to Wakam are intended to include the actions of its agents.

What happened

The details of the complaint are well known to both parties, so I won't repeat them again here. Instead I will focus on providing my reasons for my 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 reviewed the claim notes I am satisfied that there were supply issues with obtaining the correct window to repair Mr A's car and as such, the delay in fully completing the repair was unavoidable. I'm satisfied a temporary repair took place in the meantime.
- I understand Engineer appointments were booked and then cancelled, which would have been inconvenient however I'm satisfied this was due to the issues being experienced.
- Mr A has said he lost earnings as he was unable to trade until the window was properly fixed. I can see his earnings were down against what he usually took, however I can't say this was due to an error by Wakam.
- I understand the vehicle was an import and this is what partly caused the delays. And an engineer turned up with the incorrect sized window, however this was rectified with the repair being completed fully three days later.
- Mr A does not have loss of earnings cover on his policy with Wakam so I could only direct Wakam to compensate Mr A for loss of earnings if I thought it made an error. Here I'm satisfied a majority of the delays were due to supply issues which was outside of Wakam's control.
- The policy confirms repairs can be completed with parts not supplied by the original manufacturer. Mr A has argued the window supplied is inferior however he has not provided any evidence which shows that to be the case.
- I do think Mr A was put to some inconvenience and its communication could have been better. I think Wakam should pay him £100 compensation to reflect this.
- Mr A mentions issues and other cover he had arranged through the broker of his policies; however I haven't looked at that here, I've only considered the matters

relating to the Wakam policy.

My final decision

My final decision is that I uphold Mr A's complaint against Wakam. I direct it to pay him £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 December 2023.

Alison Gore
Ombudsman