

The complaint

Mr A complains Wakam unfairly declined a claim he made on his contents insurance policy following damage to a television and laptop.

What happened

The background to this complaint is well known to the parties so I've provided a summary here.

- Mr A has a contents insurance policy underwritten by Wakam.
- Mr A says his television fell off the wall of his house when the mounting bracket failed. He says this caused damage to the television and a laptop that was close by so he made a claim on his policy.
- Wakam declined the claim as it didn't think the photos of the wall damage supported Mr A's story. It also thought he had knowingly provided inaccurate information relating to the laptop and so it applied a fraud condition and declined the whole claim.
- Our Investigator considered the evidence, which in this case was limited as Wakam failed to provide its version of events. In the absence of supporting comments or evidence from Wakam, he upheld the complaint and told Wakam to pay the claim relating to the television damage and pay £100 compensation. But he wasn't persuaded there was sufficient evidence to pay the laptop claim.
- Mr A accepted this recommendation; again, Wakam failed to respond so the complaint has come to me for an Ombudsman's 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.

- Our Investigator told Wakam about the complaint on 3 March 2022 and 28 April 2022, asked it to provide its file on 12 May 2022 and then issued a final reminder on 9 June 2022. None of these communications prompted a response or the provision of evidence from Wakam.
- He explained he would go ahead and issue his findings if it didn't provide its file and ultimately, the case would be put in front of an Ombudsman to reach a decision.
- I'm satisfied Wakam has had ample opportunity to respond to this Service. And in the absence of its input, I've had to base my decision on the limited available evidence.

Television damage

- In its claim decline letter, Wakam said Mr A's version of events around the damage to

the television wasn't supported by the evidence. But it hasn't provided any of this evidence or expert opinion to this Service for us to consider. So I only have Mr A's version of events to take account of.

- Mr A says the television fell from the wall after his neighbour had been undertaking some work on the other side of the shared wall between their properties. This explanation seems reasonable to me given Mr A's description of the work.
- I'm therefore satisfied it's more likely than not, the damage caused to the television happened suddenly and unexpectedly when the mounting bracket failed and the television fell to the floor. Having looked at the terms of the policy, I'm satisfied this kind of accidental damage is an insured risk. So, I will be directing Wakam to pay this part of the claim.

Laptop damage

- Mr A appears to accept our investigator's findings on the laptop. I see no reason to repeat their reasoning again, suffice to say I'm satisfied there's insufficient evidence to safely conclude the damage to the laptop happened as a result of this incident so I won't be upholding this part of the claim.

The fraud condition

- The fraud bar is a high one to meet and I've not been provided with any of the photographic or expert evidence which Wakam relied on to support its position on the way the television damage occurred. As I explained above, I think Mr A's explanation is a reasonable one.
- I also haven't seen any evidence about the dates when the laptop was – and wasn't – working. In the absence of this, I've considered the other evidence and Mr A's testimony. He's explained English isn't his first language and it seems a reasonable position that his explanations around events may have been impacted by this.
- Overall, I'm not persuaded Wakam has done enough to show it fairly applied the fraud condition. So, I'll be directing Wakam to remove any fraud markers or cancellations on any relevant databases.

Distress and inconvenience

- I've thought about this carefully and have decided Wakam should also pay Mr A £100 for the distress and inconvenience it's caused him for its poor claim handling and the unfair decline of his claim.

My final decision

My final decision is that I uphold this complaint and direct Wakam to:

- Pay the claim for the damaged television.
- Return any of Mr A's items still in its possession, apart from the television.
- Remove any reference to fraud or policy cancellation from any relevant databases.
- Pay Mr A £100 for the distress and inconvenience it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 August 2022.

Paul Phillips
Ombudsman