

The complaint

Mr A complains that Wakam unfairly declined a claim he made under his car insurance policy.

What happened

Mr A held car insurance underwritten by Wakam.

In August 2023, his car was stolen. He reported the theft to the police and contacted Wakam to make a claim on his car insurance. During Wakam's consideration of the claim, it reviewed some CCTV footage Mr A had sent it showing his car being stolen. Wakam said Mr A hadn't securely locked his car prior to the theft so it declined the claim.

Mr A complained. He said the CCTV footage clearly showed him locking the car after he'd used it. And that the thief had used specialist equipment to access and drive off with his car. Whilst Wakam understood Mr A's unhappiness the claim had been declined, it was satisfied it had considered the claim in line with the policy terms. Mr A remained unhappy so he referred a complaint to this Service.

Our Investigator didn't uphold the complaint. He thought Wakam had acted in line with the policy terms when it declined Mr A's claim. Mr A disagreed with our Investigator's view and asked for an Ombudsman to review the complaint.

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.

My role is to decide how I think a complaint should be resolved quickly and with minimal formality. That means I'll focus on what I consider to be the crux of the complaint. Where I don't comment on every point made by the parties, that's not to say I haven't seen or considered them, it's just I don't think it necessary to specifically reference them in reaching my decision.

In Mr A's policy, it explains it doesn't cover loss or damage caused by theft unless, amongst other things, all doors are locked. This is a common exclusion in virtually all motor policies and I don't find it unusual or unfair.

Mr A maintains he locked the car after using it on the day the theft occurred. He says the CCTV footage shows this. And that's why he's adamant the thief used specialised technology to deactivate the cars security features and take off in it. Wakam appointed a forensic specialist to examine the claim, and amongst other things, inspect and comment on the CCTV footage. The examiner explained Mr A's car is designed in a way which means the cars hazard lights flash when locking or unlocking the car. They say at the point the thief gained entry, these didn't flash. Thus, implying the car wasn't locked at the point the thief gained entry.

I've reviewed the CCTV footage in detail. Clips one and two, which were recorded during the day prior to the theft show Mr A locking and unlocking his car. On both occasions the hazard lights flash to demonstrate the car is locked or unlocked. So, I'm satisfied the hazard lights flashing are an indicator to show when the car is secure. Clip three, the one in which the theft happens shows the thief approaching Mr A's car at pace. He accesses the car without any force, and importantly, the hazard lights don't flash prior to the thief getting into the driver's seat. As I'm satisfied the hazard lights flash when unlocking the car, it seems more likely than not the car was unlocked when the theft occurred.

I've considered Mr A's point of view on the matter. I know he's adamant he locked his car door. And that's why he believes the thief used technology to disable the cars security features that enabled them to access it. Whilst I don't dispute Mr A's version of events or feelings on the matter, and I agree there is technology available that can disable security features, I've seen no compelling evidence to support that scenario. So, I don't think it was unreasonable Wakam concluded the car wasn't locked when it was stolen. And taking everything into account, I'm satisfied Wakam has acted within the policy terms and conditions and have fairly declined Mr A's claim.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 December 2024.

Adam Travers
Ombudsman