

The complaint

Mr C and Ms R are unhappy Wakam turned down a claim they made on their wedding insurance policy.

Although the policy is in joint names as the complaint has been largely brought by Ms R I'll refer to her in this decision. All references to Wakam include its agents and claims handlers.

What happened

Mr C and Ms R got married in December 2023. After the ceremony and wedding breakfast had taken place Ms R's son injured his figure and she took him to hospital for treatment. She didn't return to the reception. She claimed on her policy arguing the remainder of the reception had been curtailed. She wanted the policy to pay for a rearranged evening reception. Wakam didn't agree this met the policy terms. It said the reception had continued in Ms R's absence and hadn't been cancelled or abandoned.

Our investigator thought it was reasonable to say for cover to engage the wedding reception needed to be cancelled or stopped. That hadn't happened in this case. And while she understood why Ms R's focus was on her son, she thought Mr C could have made the decision to cancel the reception. The policy only covered the irrecoverable costs of services booked but not used. And that didn't apply here as the reception had continued (albeit without Ms R). She didn't think it was unfair of Wakam to decline the claim.

Ms R didn't agree. She said wedding attire, flowers, photographs, and accommodation were not used for their intended purpose and that was something the policy covered. And the reception hadn't been cancelled because Mr C was too distressed to do so and was hoping she would be able to return. In addition, it was being held in a public hotel where some guests were staying. The photographer had only completed six of her booked 11 hours and the band had confirmed they would only have cancelled at the request of the person who they had contracted with (which was her). So I need to reach 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.

The relevant rules and industry guidelines say Wakam has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at the terms and conditions of Ms R's policy. That says *"we will pay up to the amount stated in the Summary of Cover for any irrecoverable expenses incurred by You in respect of Ceremonial Attire, flowers, photographs, caterers, transport, accommodation, and the services from any other Wedding Services Supplier booked but not used as a direct result of the unavoidable cancellation or curtailment of the Wedding or Wedding Reception as a result of...the death, injury or sickness of the bride, groom or a civil partner, or a Close Relative, which would make continuance of the Wedding inappropriate"*.

'Close Relative' includes "son" and 'Wedding' is defined as *"a ceremony which creates a contract of marriage which is legally enforceable within the United Kingdom or a Civil Partnership registration or ceremony"*. Wedding Reception is separately defined as *"the social gathering including room hire and catering, following within no more than 24 hours of the Wedding, at which the Wedding will be celebrated"*.

On the basis of those terms, it's not clear to me the circumstances here are covered by Ms R's policy at all. Her son would fall within the definition of 'Close Relative'. But cover only engages where injury to a 'Close Relative' means it isn't appropriate to continue with the wedding. And the policy defines 'Wedding' as the ceremony itself. So if the injury had taken place prior to the ceremony and that led to both the wedding and reception being cancelled that's something the policy could potentially cover. But, on a strict reading of the terms, I don't think they do cover curtailment (following injury to a close relative) after the ceremony has taken place.

In any event, even if the policy could in principle cover the situation here, I don't think it was unfair of Wakam to turn down the claim Ms R made. I appreciate Ms R and Mr C clearly didn't have the wedding reception they were hoping for. And I accept there may be financial loss to them if some wedding services weren't fully delivered. I note in particular that their contract with their band says where cancellation occurs within 30 days of the event *"100% of the total fee will be payable by you"*. So whether or not someone other than Ms R was able to cancel on the day it wouldn't have changed the position on financial loss.

However, the issue is that for a valid claim to exist the wedding reception does need to have been cancelled or curtailed. I appreciate Ms R argues a bride having left the reception meant it was curtailed at that point. And I recognise that term isn't defined in the policy. But I think our investigator reasonably concluded it would be appropriate to regard something as having been curtailed where it was stopped before it was due to finish. And it's clear to me that doesn't apply here. The reception continued after Ms R had left with her son for hospital with guests in attendance and the band performing as booked.

I think it's clear no request for cancellation was made to any wedding service supplier. I understand Ms R and Mr C were in a difficult position particularly as it was initially unclear how long Ms R would need to spend at hospital. I appreciate they hoped she would be able to return to the reception which, alongside their understandable concern for Ms R's son, is why they didn't ask for the reception to be cancelled or curtailed. But the policy only provides cover where that is the case and specifically excludes *"any claim arising directly or indirectly from... failure to notify the provider of any goods or service immediately it is found necessary to cancel or curtail the Wedding or Wedding Reception"*.

Taking all of that into account (including the concerns I've set out as to whether the circumstances of this claim fall within the policy terms at all) I don't think it was unfair of Wakam to decline to provide cover for it. I'm sorry to bring Mr C and Ms R what I do appreciate will be extremely disappointing news.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Ms R to accept or reject my decision before 21 February 2025.

James Park
Ombudsman