

The complaint

Mr S is unhappy with the decision made by Wakam following a claim made for damage caused by vandalism under his home insurance policy.

What happened

Mr S purchased home insurance with Wakam. The policy schedule explained the type of cover Mr S had purchased was for '*Buildings Insurance*'. The policy terms and conditions included the following definitions:

- Building(s)*** *The main structure of the home and;*
- *fixtures and fittings attached to the home including permanently fitted flooring, bathroom furniture, ceramic hobs and glass*
- Contents*** *Household goods and **personal items**, within the **home**, which **you** own or which **you** are legally liable for.*
- Contents*** includes:
- *personal items*
 - *furniture, fixtures and fittings*
 - *carpets*

In March 2023 Wakam received notification of a claim for damage caused to Mr S's home following vandalism. Wakam instructed a surveyor to inspect the damage, and assess the claim. Following this, Wakam told Mr S that it wouldn't be paying his claim. Mr S brought his complaint to this Service. The final decision determined that (amongst other directions) Wakam must reassess Mr S's claim in line with the terms and conditions of the policy.

Mr S provided additional information about his claim to Wakam. Mr S said he had completed some repair work already, but he had to borrow money from friends and family to do this. Mr S was asked to provide evidence of the work completed, including the cost of any materials, and expenses incurred.

Mr S provided evidence of the cost of replacing the back door that had been used to break into his home. He also provided a quote for replacing carpets. Wakam initially told Mr S that it would cover both of these costs. But it later informed Mr S that his policy only covered '*Buildings*', and so the cost of carpets wouldn't be covered. Wakam paid Mr S £800 for the replacement door.

Mr S provided additional quotes to support the damage caused, amounting to almost £39,000. Wakam reviewed the evidence alongside the report completed by its surveyor. It also considered the evidence showing Mr S's home being used for short term letting only a short time after the vandalism had been reported.

Wakam agreed to cover damaged spindles and the internal bedroom door in settlement of Mr S's claim. Wakam asked Mr S to provide individual estimates for these items. Wakam said it wouldn't be paying for any other costs as there wasn't enough evidence to support the damage claimed for, or the costs already incurred by Mr S in repairing this damage. Wakam offered Mr S £100 for the upset caused by its handling of the claim.

Mr S wasn't happy with this response, and referred his complaint to this Service. Mr S complained about the claim settle amount offered by Wakam, saying that he had already paid £10,000 to friends and family to cover the damage caused by the vandalism, and that carpets should be covered by fixtures and fittings.

Our Investigator found that Wakam had acted fairly and reasonably in requesting evidence of the costs Mr S said he had already incurred, and only agreeing to pay for the damage to the spindles and internal back door. Our Investigator didn't ask Wakam to do anything more than what it had already offered in settlement Mr S's complaint. Mr S disagreed with the Investigator's view. As the complaint couldn't be resolved, it has been passed to me for 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Mr S feels strongly that Wakam has acted unreasonably by refusing to pay for the costs he has incurred, and the damage caused to his home. I've carefully considered Mr S's comments. But I don't think Wakam needs to do more to put things right. I'll explain why.

We'd expect Wakam to pay for reasonable losses and damage caused by an insured event. In this case, I think Wakam's decision to hold that damage to the back door, spindles and internal door was caused by the insured event is reasonable based on the circumstances reported about the vandalism, and evidence provided.

Mr S's policy schedule says Mr S's policy provides cover for buildings only. I accept Mr S's strength of feeling about the damage caused to the carpets in his home. But I can only direct Wakam to consider and pay for Mr S's claim in line with the policy terms. And having considered the type of policy Mr S had, that is '*Buildings*' only, and the policy definitions for '*Buildings*' and '*Contents*', I'm satisfied Wakam has acted fairly and in line with the policy terms by declining to pay for damage to the carpets in Mr S's home. So I won't be asking Wakam to review or consider payment for the cost of replacing carpets.

Mr S has explained that he used money from friends and family to help repair the house after it was vandalised. And this amounted to £10,000. But Wakam hasn't been provided with any evidence of the costs involved with completing these repairs, such as invoices or receipts for materials or replaced items. Given the significance of the amount involved, I'm satisfied Wakam's request for Mr S to evidence these costs is both fair and reasonable.

In the absence of any evidence supporting the costs incurred, I'm satisfied Wakam's decision to only pay for the spindles and internal door (providing proof of an estimate for these costs is received from Mr S) is fair, and in line with our approach. I say this because this damage is clearly visible in the photos provided by Mr S. And although Mr S has explained additional damage was caused and repairs completed before Wakam's surveyor

attended, I haven't seen any evidence to reasonably support this. So I think Wakam's decision to limit any further payment to only the spindles and internal door is reasonable in the circumstances.

Mr S has also provided quotes saying outstanding repairs total around £39,000. I've considered the photos Mr S has sent showing the state of his home after he discovered the vandalism. Although I don't dispute the severity of the impact on Mr S, caused by the discovery of the poor state of his home, I can only ask Wakam to pay for damage covered by the policy. It's not disputed that the photos provided by Mr S show clear evidence of improper use of the carpets, and parts of the property damaged like the internal door and spindles.

The surveyor's report didn't identify any other areas of damage to the extent that Mr S has claimed for. Although Mr S considers that the scope of the claim should be more than what Wakam has agreed to pay for, I haven't seen any evidence to persuade me that Wakam needs to do more. I accept that it's a finely balanced decision. And recognise Mr S's strength of feeling in damage caused by vandalism. But based on the comments of the surveyor, the photos showing Mr S's home once repairs were completed, and the damage Wakam has agreed to repair, I think Wakam's decision on the case is reasonable. So I won't be asking it to consider making any payments in addition to what it has already offered.

I've seen Wakam's service did fall short of its usual standards in informing Mr S that carpets would be covered, when this wasn't the case. But the correct information was provided in good time, and the impact on Mr S was nominal. Wakam offered Mr S £100 for its poor service. I'm satisfied this amount is in line with what we'd direct in the circumstances given the nominal impact on Mr S, and correct application of the policy terms.

My final decision

Wakam has agreed to make payment for the spindles and internal door following an estimate being provided by Mr S for these costs. It's for Mr S to decide if he wants to do this. For the reasons explained, I won't be asking Wakam to take any further action in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 February 2025.

Neeta Karelia
Ombudsman