

The complaint

Mrs P complained that Wakam unfairly declined her claim for the loss of a bracelet, under her home contents insurance policy.

Mrs P is represented by Mr A. I'll refer to Mrs P in my decision for ease.

What happened

Mrs P lost a bracelet. She contacted Wakam to make a claim. She said it appointed a claims handler who requested further information, which she provided. Mrs P says she was then informed her claim had been declined as she hadn't provided information within the stipulated timeframe. Mrs P said the majority of the requested information was provided within the agreed timeframe. She didn't think Wakam had treated her fairly and complained.

In its final complaint response Wakam apologised for a delay with its complaint handling. But it said its claim handler wasn't satisfied that Mrs P had provided the information required to validate her claim. It said its policy stipulates that she must provide information it reasonably required within 28 days of notifying it of a claim. As Mrs P hadn't met this policy requirement Wakam maintained that her claim had been reasonably declined.

Mrs P didn't think she'd been treated fairly by Wakam and referred the matter to our service. One of our investigator's looked into her complaint, but he didn't uphold it. He said Wakam had shown that Mrs P hadn't provided all of the information requested of her. So, he didn't think it was unfair for it to decline her claim for the reason it gave.

Mrs P didn't accept our investigator's findings and asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

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 done so I'm not upholding Mrs P's complaint. Let me explain.

Mrs P's policy term and conditions say:

"Claim Conditions

1. In the event of a call to the [Mrs P's broker] customer service team, you will need to provide your full name and contact details, your address and postcode, the policy number and circumstances of the claim. 2. You must: a) within 28 days of notifying us of a claim or anything likely to give rise to a claim, give the insurer, at your expense, any information, including proof of ownership, which they may reasonably require and co-operate fully in the investigation of any claim under this policy, b) report to the police or relevant local authority,

as soon as reasonably possible, any loss or damage arising from theft, fire caused by arson, vandalism, riot or civil disturbance and obtain a crime reference from them, c) give the insurer reasonable evidence of the value of all items involved in a claim, and d) be able to demonstrate to the insurer that you have complied in full with the terms and conditions of this policy and that the cause of the loss or damage which is the subject of the claim is not excluded."

I can see that Wakam's agent arranged for a video call with Mrs P to discuss her claim. I've read the report it provided. A number of concerns and discrepancies were highlighted with the claim. The agent recommended that a letter be sent to Mrs P asking for further evidence and for her to answer a number of questions about her loss. This letter was then sent on 22 May 2024. It asked that a response be provided within 14 days.

In a subsequent letter Wakam's agent confirmed that whilst Mrs P had provided some information, most of what had been requested was outstanding. I note Mrs P's comments that she had provided "*most*" of the information requested. I've also considered Mr A's comments that "*satisfactory*" information was provided to validate the claim.

Insurers validate all claims. This is to ensure the loss or damage is covered under the policy terms and that there are no exclusions that apply. The policy terms say that Mrs P must cooperate fully with Wakam's investigation of her claim. It's not for Mrs P or Mr A to determine the information it needs. This is for Wakam to decide as Mrs P's insurer.

I've thought about whether Wakim's requests for information were unreasonable, as Mr A appears to suggest. But I don't think they were. Valid concerns were highlighted by its claims handling agent following the video interview. Further evidence to support ownership and the circumstances of the loss were needed. Mrs P was required to provide this information to satisfy the business that her claim was valid. I can't see that she answered all the questions or provided evidence to support all the points raised. For example, Wakam required a receipt matching the description of the lost bracelet; a bank/credit card statement showing the purchase; evidence to show the bracelets worn during the video interview with Mrs P were different to the claimed bracelet; and how the bracelet became lost.

Having carefully considered all of this I'm satisfied that there were several discrepancies and unanswered questions relating to the claim. I don't think Wakam treated Mrs P unfairly when it relied on its policy terms and declined her claim for the reason it gave. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 25 July 2025.

Mike Waldron
Ombudsman