

The complaint

Mr A has complained about Wakam's decision to reject a claim he made under a home insurance policy. He also complained that Wakam had provided a poor service and caused delays when looking at his claim.

What happened

Mr A bought a home insurance policy through the insurer Wakam. In February 2024 Mr A made a claim for damage to the property which had occurred before the expiry of the policy in January 2024.

Wakam instructed a Loss Adjuster (LA) to attend the property. When they did, they said they attended a different address to the one provided by Wakam, instructed by Mr A.

Mr A changed the address when he logged into the insurer's app to obtain a contact number to register his claim. He says he did this as this was the first time he realised the address was incorrect.

In March 2024 Wakam rejected Mr A's claim. It said the risk address wasn't the one it had covered under the policy.

In May 2024 Mr A disagreed with Wakam's decision. He said the error in the address must have been caused by Wakam. So Wakam agreed to investigate further.

In October 2024 Wakam maintained its decision to reject Mr A's claim. Mr A complained to Wakam but it didn't uphold his complaint.

Mr A asked us to look at his complaint. One of our Investigators thought Wakam had fairly declined the claim. But she thought Wakam had caused unnecessary delays which had caused Mr A distress and inconvenience. So she recommended Wakam pay Mr A £200 compensation and refund the premium he'd paid for cover under the policy under the incorrect address.

Wakam agreed to pay compensation, but didn't agree it was fair to refund the premium. It said it had provided policy documents confirming the address, which was for Mr A to check when he bought it. Wakam had incurred costs in setting up the policy, and investigating the claim.

Our Investigator found Wakam's response reasonable and issued a follow up view for Wakam to pay £200 compensation, but no premium refund was due.

Mr A didn't agree, so the matter 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.

Mr A says he believes Wakam caused the error in address when he bought a home insurance policy with it. He says after Wakam carried out further investigations it found no link between the address that was originally set out under the policy. He's very unhappy with the decision Wakam reached. Mr A said he has lived at the (address later provided) property with his family for years and the costs to repair the damage are significant.

Wakam has confirmed that it received the information to set up Mr A's policy via a comparison website. No errors with other customers, or errors flagged by the comparison site were raised with Wakam around the time Mr A bought the policy. It has provided evidence to show the customer journey and the information input it relied on when Mr A applied for the policy. This shows the address as the one it provided cover for, and policy documents it sent to Mr A confirmed this address.

Wakam has provided screenshots to show when Mr A bought the policy, it emailed the address provided to give details of how Mr A could access the policy documents, and it asked him to check the information was correct.

The onus is on a customer to check the information provided match their details when they buy a policy - as the insurer is relying on the information provided by them to be accurate at the time.

As things stand, I don't have any evidence to show that Wakam is responsible for the incorrect address that showed under Mr A's policy. The information an insurer relies on to offer cover is provided by a consumer, based on the questions the insurer asks.

I'm very sorry to read of the impact the damage to Mr A's home has had on him and his family, and the financial consequences. But I've seen no evidence to show Wakam caused the error in the address. And so I don't think Wakam unfairly rejected his claim.

Wakam set up a policy in good faith and provided policy documents based on the information provided to it. So it incurred set up costs, as well as claim investigation costs. As there's no evidence Wakam set up the policy incorrectly, I don't think Wakam owes Mr A a premium refund.

It's clear from the timeline that Mr A initiated the majority of the contact with Wakam to request updates. When Wakam agreed to investigate the claim following Mr A's appeal in May 2024, it maintained its original decision to reject the claim in October 2024.

As Wakam has agreed with the recommended compensation award of £200 for the delay and poor service - and it is in line with awards we give in similar cases - I'm not asking Wakam to pay anymore.

I understand Mr A will be very disappointed with my decision. But the evidence shows Wakam set up a policy based on information it received. Wakam sent Mr A information to access his policy documents, so it gave Mr A an opportunity to correct any information that was incorrect when he bought the policy. As Mr A noticed the error after the date of his claim, I don't find Wakam is responsible for meeting it as the address where the event happened wasn't covered under the policy.

My final decision

My final decision is that I uphold this complaint in part. I require Wakam to pay Mr A £200 compensation for the distress and inconvenience caused by its delay and poor service when investigating the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 July 2025.

Geraldine Newbold
Ombudsman