

## **The complaint**

Mr B complains that Wakam UK Ltd have declined his claim following the theft of his car.

## **What happened**

In December 2023 Mr B made a claim after his car was stolen from outside his daughter's house during the night.

Wakam rejected the claim saying that the front door of the house was left unlocked, giving easy access to the car keys.

Mr B was unhappy with Wakam's response and brought his complaint to us.

One of our investigators has looked into Mr B's complaint and she thought Wakam had acted unfairly in declining the claim, and recommended that the claim was reopened and paid.

Wakam didn't reply, and Mr B wanted us to also consider some additional compensation, so the case has come to me to review.

## **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 that insurers must handle claims fairly and promptly and shouldn't unreasonably reject a claim. I've taken these rules into account when deciding what I think is fair and reasonable in the circumstances of Mr B's complaint.

Having done so, I'm upholding Mr B's complaint, and I'll explain why.

## **Has the claim been fairly declined?**

The policy terms exclude cover for:

*“loss or damage to the car arising from theft or attempted theft if:*

*– any keys or activation device which unlocks and/or starts the car, have been left in, on, or in the immediate proximity of the car;*

*– any doors or windows of the car have not been locked, or any window, sunroof or removal hood have been left open;*

*– the engine has been left running or ignition on whilst unattended;*

*– any keys or activation device have been taken as a result of leaving your home unsecured;”*

There doesn't appear to be any dispute that the front door of the property was left unsecured overnight, and that was how the thieves were able to gain access to the keys.

However, it's clear in the policy terms that the exclusion only applies when a policy holder has left "your home" unsecured. In the policy definitions "Your home" isn't defined, but "Your" is defined as "the person named in the schedule and certificate of motor insurance as the insured or policyholder" – which in this case is Mr B.

Mr B's car insurance policy and the vehicle itself are both registered at another address, which is the property that Mr B refers to as his home, and which he was refurbishing at the time of the theft. He has told us that he was staying with his daughter temporarily while doing the refurbishment.

As the car was stolen from a property where Mr B was staying temporarily, and can't reasonably be called his home, given that he is registered at a property elsewhere, I don't consider it is fair or reasonable for Wakam to decline the claim under this term of the policy.

Wakam have also said that Mr B has a duty under the terms of the policy to take adequate precautions to prevent the theft of his vehicle and didn't do so by leaving the door of his daughter's house unlocked and the keys inside.

I don't agree. Mr B has told us that his daughter arrived at the property after him that night. There is no evidence that he didn't lock the door behind him when he entered, and I don't think I can fairly say that it's his responsibility to ensure the security of the property overnight if it's not his home. He acted reasonably in locking his car and taking the keys inside. He can't be responsible for the actions of others who enter the property after him.

Mr B has asked that we consider making an award for distress and inconvenience in respect of the financial hardship he has suffered since the claim was declined as he has had to continue making finance payment for the car. While I appreciate this, I can't say at this stage if the claim will succeed, as Wakam need to reopen the claim and consider the remaining terms and conditions. Mr B may always have been liable for the finance payments in any event, and these payments will likely be returned to him as part of the settlement. However, once the claim is decided, compensation for delay and interest can be considered as part of any settlement, and if necessary, can be brought back to us to determine.

### **Putting things right**

To put things right I think that Wakam should:

- Reinstatement the claim and reassess it in line with the remaining terms and conditions of the policy

### **My final decision**

My decision is that I am upholding Mr B's complaint about Wakam UK Ltd, and directing them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 November 2025.

Joanne Ward  
**Ombudsman**

