

The complaint

Mr H has complained about how Wakam dealt with a claim under a home insurance policy.

What happened

Mr H contacted Wakam when water entered his home causing damage. He later complained as he said Wakam took an unacceptable amount of time for it respond to his claim in what was an emergency situation.

When Wakam replied to the complaint, it didn't uphold the complaint. It said Mr H had told Wakam's claims department the repairs had been carried out and it therefore cancelled its instruction on the claim.

So, Mr H complained to this service. Our investigator didn't uphold the complaint. She said Wakam had closed the claim because Mr H had the repair carried out. Wakam told Mr H he could re-open the claim if he wanted to, but Mr H didn't reply.

As Mr H didn't agree, the complaint was referred to me.

I issued my provisional decision on 17 October 2023. In my provisional decision, I explained the reasons why I wasn't planning to uphold the complaint. I said:

Although Wakam provided this service with records related to the claim, I also asked it to confirm whether it had registered the claim as buildings and contents claim or a home emergency claim, but it didn't provide this information. So, I've considered the information currently available to me from both parties in order to reach a decision.

Mr H's policy provided buildings, contents and home emergency cover. Mr H thought Wakam had deliberately acted slowly in response to his claim and that he had then had to carry out an immediate repair to prevent further damage. He said this meant Wakam's services were no longer required, despite this type of cover being available under the policy.

Mr H initially spoke to Wakam on the phone. Mr H has provided the phone number he called. Looking at the policy booklet, it gave a phone number for "regular claims" which was the one Mr H phoned. But it gave a different phone number for home emergency claims. I think the phrase "regular claims" is unusual and isn't the clearest wording. But, I think the policy did explain what to do if emergency assistance was required, which was to call the phone number for the home emergency part of the policy. From what I can see, Mr H called the number to register a buildings and contents claim.

Following this phone call, Wakam sent Mr H an email to explain the details it needed and said: "I will then forward them over to the claims department, so a new claim can be added for this new incident". I note Wakam's email only referred to a "claim" and didn't describe what type of claim it was referring to. But reading the questions Wakam asked, these seemed to request the type of information I would expect for a buildings and contents claim, rather than under the home emergency part of the policy.

Mr H replied to the email and said the lights had tripped in his property and water had dripped through a ceiling void. He said he hadn't yet investigated the damage to the roof but, as it might be urgent, he had arranged for scaffolding to be erected to facilitate the roof investigation. He said he didn't know how much the repair would cost but gave the cost of the scaffolding. He also provided photos. So, from what I can see, Mr H described how he was dealing with the immediate situation and didn't ask Wakam to provide an urgent response to the incident, such as by sending someone under the home emergency part of the policy.

Mr H has said he didn't hear anything further from Wakam about how to proceed and that Wakam didn't attempt to investigate the incident for over three weeks. He said he was then sent an email saying a contractor would contact him soon. However, looking at the records, I've seen an email Wakam sent to Mr H two weeks after his initial contact that asked him to provide information such as detailed photos of the affected area, detailed repair estimates and a written report to confirm the cause of damage to the roof and why it was leaking. It also said an excess would apply if the claim was accepted. Again, these are the types of questions I would expect an insurer to ask as part of a buildings and contents claim.

I've also seen the email Wakam sent about a week later that said a contractor would be in touch. It's my understanding that Mr H contacted Wakam the same day to say he had completed the work himself and to close the claim. The claim was then closed.

Based on what I've currently seen, I think there was a mismatch in understanding about the type of claim that was being made and in the expectation about how it would be dealt with. It's my understanding that Mr H was expecting an "emergency" response from Wakam, potentially under the home emergency part of the policy. But Mr H didn't phone the home emergency number, he called the "regular claims" number. So, I currently think it was reasonable that Wakam seemed to deal with this as a buildings and contents claim.

For a claim under the buildings and contents part of the policy, I wouldn't necessarily expect an insurer to offer or suggest assistance under the home emergency part of the policy. In this instance, Mr H already seemed to be dealing with the immediate situation and I haven't currently seen evidence that he requested emergency assistance from Wakam at the time. I also note that when Mr H closed the claim Wakam emailed him in case he wanted to re-open it. So, I'm not currently persuaded that Wakam's response to Mr H registering a claim was unreasonable or that it was trying to avoid dealing with his claim.

I've also taken into account that Mr H might not have been familiar with making an insurance claim and might not have made a claim involving Wakam before. I'm also aware that Wakam seemed to be trialling a new claims procedure via email at the time. In addition, I accept that Wakam's questions might well not have caused Mr H to have similar thoughts to me about the claim. But to be clear, what I'm doing is considering whether Wakam acted reasonably in how it dealt with the claim in the circumstances. Having thought about this, I think Wakam registered the claim based on how it was contacted and what was described and followed up on it in the way I would have expected given the information provided.

So, having thought about all of the above, I don't currently intend to uphold this complaint or to require Wakam to do anything further in relation to it.

I asked both parties to send me any more information or evidence they wanted me to look at by 14 November 2023.

Wakam didn't reply. Mr H replied and, in summary, said he was disappointed that his complaint wasn't likely to be upheld. He said he was at fault with his initial contact by not contacting the home emergency number. He said he had been concerned about the

potential damage and was expressly concerned that the incident be viewed as urgent and had mentioned this concern in his initial phone call to Wakam and in subsequent emails. He said he would have expected Wakam to have a professional awareness and a realisation of the seriousness of the situation without him having to say so.

Mr H said water was leaking through a ceiling and causing the electricity to cut out. He thought this should reasonably have caused concerns with Wakam as the professional and that the situation should immediately have been logged as a home emergency issue and it was negligent not to do so. This negligence caused the delay and inadequate action by Wakam. Mr H asked that I reconsider my provisional 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.

Having done so, I don't uphold this complaint and for the reasons given in my provisional decision. As part of that, I've looked again at my provisional decision. I've also considered Mr H's comments, but these don't change my view.

I can understand Mr H was concerned by the situation he was dealing with. However, I haven't seen anything that persuades me Wakam's buildings and contents team would be expected to automatically refer him to the home emergency team or that it was required to do so. Mr H also seemed to be proactively dealing with the immediate issue, including arranging scaffolding. Wakam did seem to do what I would have expected for a buildings and contents claim and I am not persuaded that Wakam would have realised Mr H wanted home emergency assistance and should have directed him to that team.

From what I've seen, Mr H contacted the buildings and contents team and Wakam dealt with the claim on the basis that it was a buildings and contents claim. I think that was reasonable in the circumstances.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 December 2023.

Louise O'Sullivan
Ombudsman