

## **The complaint**

Mr H complains about Wakam's decision to decline his claim under his contents insurance policy.

## **What happened**

Mr H made a claim to Wakam for three rings which he says were placed on top of a kitchen worktop but then couldn't be found. Mr H estimated the cost to be £13,200 for the rings. Wakam declined the claim on the basis items lost within the home, and in the circumstances described by Mr H, weren't covered by the policy. Mr H felt this was unfair, so he complained. Mr H explained, when he took out the policy, he contacted the customer service team to ensure the cover was adequate. He said nothing was ever mentioned about the policy not covering loss of items in the home. Wakam responded and agreed with the decision to decline the claim. They explained their customer service team don't offer advice about what cover would be right for a customer's specific needs, and it's for a customer to check the policy to ensure it provides the right cover for them.

Our investigator looked into things for Mr H. She thought Wakam hadn't acted unfairly in declining the claim. Mr H disagreed so the matter has come to me for a 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've decided not to uphold the complaint. I understand Mr H will be disappointed by this but I'll explain why I have made this decision.

My starting point is Mr H's home insurance policy document. This sets out the terms and conditions and says Mr H is covered for loss or damage to his contents which have been caused by the risks listed in his policy schedule. The policy schedule then lists the following risks: *"1. Fire and Resultant Smoke Damage, Explosion, Lightning or Earthquake, 2. Storm, Flood or Weight of Snow, 3. Theft or Attempted Theft, 4. Vandalism, Riot, Forced Entry by Emergency Services or Civil Disturbance, 5. Household Leaks, 6. Subsidence, Heave or Landslip, 7. Impact by Aircraft or Aerial Vehicles, 8. Collision by Animals or Vehicles, 9. Damage Caused by Falling Trees, Branches, Lampposts or Telegraph Poles."*

I think it's important to note insurance policies, generally, won't cover every eventuality. When a customer takes out insurance, the policy documents will set out the obligations of each party.

For the insurer, that's essentially what cover they'll provide. And that's what Wakam have done here in listing the risks they're providing cover for under Mr H's policy. And I can't see the circumstances which led to the loss of Mr H's items is covered as an insured event under his policy. I acknowledge Mr H feels it's unfair that items lost in his home which can't be found isn't covered by the policy. But this isn't an unusual or uncommon feature in contents insurance policies.

Mr H says he contacted Wakam when he took out the policy, but they never informed him he wouldn't be covered for any loss of items in his home. I think it's important to make clear, it's not that Mr H's policy doesn't cover any loss of contents in the home – because, for example, it appears there is cover in the event of loss of items through theft. In this case though, given the circumstances described by Mr H when reporting the loss, it's those circumstances which aren't covered as an insured event.

I've seen the email exchange between Mr H and the customer service team. Mr H explains he has recently taken out insurance and wants to ensure he's covered for damage or loss to specific items of jewellery. Mr H explains he has declared the value of the items and asks whether Wakam require a valuation or proof of purchase. Wakam respond and explain they can see Mr H doesn't have 'out of home' cover on his policy and if he would like the items of jewellery to be covered when not in the home then he'll need to select this add-on. Wakam also explain the position in relation to getting valuations. Mr H responds and explains he has obtained independent valuations for the jewellery. Mr H explains the value has changed significantly and asks how he should update his policy to reflect the new valuation. Wakam respond and explain Mr H doesn't need to list any items to be covered within the home.

I acknowledge Mr H's comments, but I don't think it's unreasonable for Wakam not to have mentioned the circumstances where he wouldn't be covered for loss of items in his home. I say this because, as mentioned above, Mr H's policy does provide cover for loss of items in his home – but only in relation to the risks listed in his policy schedule. I can't see Mr H specifically asked Wakam what would happen if items were lost or misplaced in his home, which can't be found.

I am sorry to hear about the impact on Mr H following the loss of the items but, for the reasons mentioned above, I can't fairly ask Wakam to settle the claim given the circumstances leading to the loss of the items isn't covered by the policy.

### **My final decision**

For the reasons I have given, it is my final decision that the 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 29 September 2023.

Paviter Dhaddy  
**Ombudsman**