

## **The complaint**

Mr Y complains about delays in the handling of a claim and Wakam's decision to decline the claim.

## **What happened**

Mr Y has home insurance underwritten by Wakam, which covers his home and its contents. This includes cover for accidental damage.

He made a claim in June 2023 for damage to his Apple laptop. Mr Y says he accidentally spilt a drink onto the laptop, causing damage which proved to be irreparable.

Wakam referred the claim to loss adjusters for verification. They invited Mr Y to an on-line interview to discuss the claim.

Mr Y tells us he suffers from severe anxiety and depression and finds it very difficult to meet with others. And he told us he'd asked Wakam whether he could answer any questions and provide information and/or evidence by other means - for example by e-mail.

Wakam – and/or their agents – told Mr Y he was obliged under the terms of the policy to cooperate with any investigations they might undertake. Mr Y responded to say that he was happy to cooperate and provide any information or evidence required and could do that by other means than a face-to-face interview.

Wakam later asked to inspect the laptop to verify and assess the damage. Mr Y told them he'd sold it, to mitigate his losses.

On that basis, Wakam have declined the claim, saying that they have no means to assess the laptop and determine whether the damage to it was overed.

Mr Y complained to Wakam about the delays and about the fact they hadn't settled his claim. They admitted there had been avoidable delays – and that they might have been more flexible and made reasonable adjustments when Mr Y told them about his mental health issues.

They gave Mr Y £100 in compensation for his trouble and upset. But they said the decision to decline the claim had been correct and wouldn't be reversed.

Mr Y wasn't happy with this and brought his complaint to us. Our investigator looked into it and didn't think Wakam had done anything wrong.

Mr Y disagreed and asked for a final decision from an ombudsman.

## **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.

When he made his claim to Wakam, Mr Y told them he'd spilt a soft drink over the laptop. He later provided a report from a repair company which said he'd spilt a hot drink.

Mr Y appears to have paid more than £400 for that inspection – which simply told him the device couldn't be repaired. That would appear to be both expensive and odd, given that the Apple device could have been assessed by Apple, at little or no cost.

Only after our investigator pointed to the apparent inconsistencies in what Mr Y had said about the spillage did he say that he'd been carrying two drinks when he tripped and spilt them over his laptop.

He tells us that's what he would have told Wakam if they'd agreed to "interview" him in the way he'd suggested. Mr Y had earlier told us that he'd given different versions of events because his mental health issues meant he couldn't recall the detail of the event

It's unsurprising in all the circumstances that Wakam wanted to verify the claim before they paid out. And it wasn't unfair or unreasonable to ask Mr Y to attend an interview.

Wakam have admitted that it took them – and/or their agents – more time than was necessary to adapt their process when Mr Y reported his mental health issues to them. But the £100 compensation they gave is fair and reasonable for the short delay that caused.

Mr Y hasn't told us exactly when he sold the irreparable laptop, but Wakam asked to see it around three weeks after the reported accident. It's reasonably clear from the policy terms that policyholders making a claim for damaged items shouldn't dispose of those items until Wakam have had a chance to assess the damage.

Again, that requirement isn't unfair or unreasonable. Mr Y tells us he needed to mitigate his losses. I'm not sure how far it would have helped to sell a non-functioning and non-repairable laptop.

But in any case, Mr Y would or should have known that Wakam would need to see the laptop if they were to settle the claim. And he sold it within a few weeks at most of the alleged accident.

When we get down to the basic facts, Mr Y made a claim and told Wakam two different stories about how his laptop had been damaged.

And he's presented them with the original purchase receipt, a photograph of a damaged laptop, an invoice for £400 for an inspection which says it can't be repaired, and no actual laptop to inspect or assess. And he's now provided a crystal clear account of an accident – involving two drinks – which he'd earlier said he couldn't recall in detail.

In that context, I'm satisfied it's not unfair or unreasonable for Wakam to decline Mr Y's claim. In terms of compensation for Mr Y's trouble and upset, the £100 compensation is sufficient given the minor delays and confusion in Wakam's handling of the claim.

### **My final decision**

For the reasons set out above, I do not uphold Mr Y's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 22 March 2024.

Neil Marshall  
**Ombudsman**