

The complaint

Mr T is unhappy that Assurant General Insurance Limited (AGI) declined his claim under his gadget insurance following a burglary while he was on holiday. Mr T took out the insurance through his bank, which was underwritten by AGI.

What happened

Briefly, Mr T was on holiday abroad with his family when burglars broke into the house they were staying in and took several devices, including laptops and phones. On his return home, Mr T raised a claim with AGI. AGI investigated the claim and asked for proof of ownership, a police report, and identification documents, amongst other evidence.

During the investigation, Mr T said his phones had been recovered so they were removed from the claim. And there was one device for which he couldn't find any proof of purchase, so that was also removed from the claim. For the remaining devices, Mr T provided the evidence AGI asked for.

AGI didn't think Mr T's account of events had been consistent so it declined the claim. It relied on the policy terms and conditions which said failure to take reasonable care to answer all questions honestly may affect the claim.

Mr T complained because he'd provided plenty of evidence to prove ownership.

To begin with, our investigator thought AGI had fairly declined the claim in line with the terms and conditions. However, after receiving further comment and evidence from Mr T showing he provided the information AGI asked for, our investigator recommended that AGI should settle the claim.

AGI didn't agree.

I issued a provisional decision in March 2022 explaining that I was intending to uphold Mr T's complaint. Here's what I said:

provisional findings

The issue of Mr T's complaint is that AGI declined his claim under his gadget insurance because his account of events differed when it asked for further confirmation. AGI relied on the policy terms and conditions which state:

It is important that when applying for insurance, or submitting a claim you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your policy or the fulfilment of your claim.

I've listened to the calls between Mr T and AGI and I agree there is a discrepancy on the account of events. Mr T said the burglars cut the metal bars of the window, but later he said the burglar pulled the metals bars apart to gain access. AGI said this discrepancy called the claim into question, so it relied on the above terms and conditions to decline Mr T's claim.

I can understand why AGI questioned the validity of Mr T's claim based on the evidence above. So, I've thought about whether it matters if the window bars were cut or pulled apart.

In either scenario, burglars entered the holiday house through the window where the bars were. The police report confirms the bars were prised apart, which supports the second account Mr T gave. I note that he changed his explanation when AGI questioned why he didn't hear the bars being cut. Based on the evidence, I accept that the original description wasn't accurate, but it doesn't change the outcome of the event – the burglars gained entry through the kitchen window and stole Mr T's devices. Whether or not the bars were cut or pulled apart is irrelevant in the circumstances.

I can understand that Mr T might've embellished his version of events in the hope that AGI would accept his claim, but I haven't seen anything to suggest he was trying to benefit from offering a slightly different explanation. The key point is that the police report confirmed the burglars gained entry via the bars at the kitchen window.

Looking at the rest of the evidence AGI asked for, I see Mr T provided proof of:

- *ownership of the devices*
- *identity*
- *address*
- *travel dates*
- *partner's address*

He also provided photos of the window bars, and a copy of the police report and receipt.

I can understand it must be difficult to get evidence from another country to demonstrate his claim, so in the circumstances, the evidence he's provided is reasonable. I'm satisfied Mr T has cooperated with AGI's investigation and, because of that, I can't say that AGI fairly declined his claim for the reason it gave.

While our investigator recommended that AGI settle the claim, it's not clear whether AGI considered the remainder of the policy. Therefore, I'm minded to require AGI to reconsider the claim without relying on the terms and conditions of, "must take reasonable care to answer all questions honestly and to the best of your knowledge" in respect of whether the bars were bent or prised apart.

I said I was intending to uphold the complaint and I was minded to require Assurant General Insurance Limited to:

- reconsider Mr T's claim without relying on the requirement to take reasonable care to answer questions honestly in respect of the window bars.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Neither AGI nor Mr T provided any more information.

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.

As neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold Mr T's complaint and Assurant General Insurance Limited must:

- reconsider Mr T's claim without relying on the requirement to take reasonable care to answer questions honestly in respect of the window bars.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 27 April 2022.

Debra Vaughan
Ombudsman