

The complaint

Mr S complains Tesco Underwriting Limited ("Tesco") unfairly declined his home insurance claim for a broken laptop.

What happened

In December 2021 Mr S added a laptop to his insurance policy.

In the same month, Mr S contacted Tesco and logged a claim after he said he fell down the stairs and damaged the laptop. During the claim call, Mr S was unable to supply proof of ownership or any serial numbers off the laptop. The claim was logged but the advisor asked Mr S to visit a store where they could quote for the repair and give him more details about the model of laptop.

Mr S says he was then robbed of the laptop in a park whilst walking to the store. Mr S says he didn't have an appointment booked as they were full, but thought he'd turn up and ask to be seen. At that point Tesco changed the claim for damage to a theft claim.

Tesco looked into the claim and told Mr S that he could only make a claim for the accident. Tesco said that as the laptop had now been stolen, it would be unable to replace a broken laptop on a like for like basis. Tesco went on to assess the claim but declined it. Tesco said it was unable to check proof of ownership from the information Mr S supplied, and on that basis, they didn't agree to pay the claim. So, Mr S logged a complaint.

Tesco looked into the complaint but didn't uphold it. Tesco agreed with the declined claim for the reasons previously given. So, Mr S brought his complaint to our service.

Our investigator agreed the claim hadn't been declined unfairly for the same reasons given by Tesco. Our investigator found the terms and conditions of the policy allow the business to ask for more information in the event of a claim and Mr S hadn't done enough to evidence he owned the laptop.

Mr S didn't agree with the investigator's outcome, so the complaint's been passed to me for a final 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 agree with the investigator's view for broadly the same reasons. I will explain why.

I want to clarify that I've taken into account Mr S' detailed submissions about what happened. However, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

When Mr S took out his insurance policy, he was given a set of policy documents. The policy wording on page 7 of the booklet clearly states:

"If you and your family do not comply with the following claims conditions we may, at our option, cancel the policy and/or refuse to deal with your claim".

It goes on to say.

"We will only ask you to provide information and assistance that is relevant to your claim. You must cooperate with us fully in providing such information and assistance. We may require proof of ownership and/or proof of loss (e.g receipts, valuations, photographs, instruction booklets, and guarantee cards)".

When Mr S came to claim, he was asked for information to prove he owned the laptop. Mr S didn't have:

- any registration details with the company that made the laptop or their online portal,
- the serial or model number despite being in possession of the laptop,
- the box which would've evidenced the serial number,
- a receipt from the friend who gifted Mr S the laptop,
- any evidence of ownership from the shop it was purchased from,
- any record of an appointment booked at the store for the repair on the day it was stolen, or
- and the picture Mr S did send the business didn't show him or anyone else with the laptop, the serial number or anything that could be used to link the laptop to Mr S.

Mr S says he was told on the call when he added the laptop that he wouldn't need any receipt or photos in the event of a claim. I've listened to the call and the advisor acknowledges he may not have a receipt but asks if Mr S has the box and advises that it would be useful to keep that, and says that it's the kind of thing Tesco would be after to prove ownership. He goes on to say that pictures will help in the need to claim, and Mr S says he would go away and take some. The advisor goes on to say that sometimes they won't ask for proof of ownership but in the event of a claim more information may be asked for.

So, I'm satisfied that Mr S was told by the advisor that more information may be required in the event of a claim to evidence ownership.

Mr S has said he was told he wouldn't need receipts or pictures on a more recent call. I've listened to the call with the advisor, and they told Mr S that normally they wouldn't need these - which suggests in some circumstances they might. Given everything I've said above, I'm satisfied that in these circumstances and with the lack of the information Mr S has been able to provide, I don't think it's unfair that they have asked for more information to evidence proof of ownership before agreeing to pay the claim.

In my view the call Mr S made to the business which as far as I am aware preceded the claim was also used to gain information from the advisor. Mr S pretended that he wasn't a policy holder and was thinking about taking insurance with Tesco. So, the advisor was giving general information rather than that specific to Mr S's policy, circumstances, or claim. So, I

don't think any reliance can be placed on the contents of this call in any event.

When Mr S came to claim for the broken laptop, the adviser asked Mr S for the serial number off the bottom of the laptop. It's clear in the call that Mr S has the laptop in his possession but is unable to give this. A general search on the internet shows that most laptops of this make and model have the serial number on the bottom. So, I can understand Tesco's concern when Mr S wasn't able to provide this, or that his laptop didn't have one.

Mr S has provided a photograph and says this should be enough to evidence he owned the laptop. The photograph Mr S provided doesn't have any identifiers in it. There is no person, no serial number visible on the box or laptop and no way of knowing where the picture was taken. So, I don't think Tesco could use this as evidence to show Mr S owned the laptop. So, on this basis I don't find it unfair or unreasonable that Tesco hasn't accepted this as proof of ownership and paid the claim on that basis.

In summary and having considered all the information provided by both Mr S and Tesco, I'm satisfied that the claim for the laptop has not been incorrectly or unfairly declined at this stage.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 March 2023.

Tom Wagstaff
Ombudsman